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

CITY COMMISSION AGENDA

Regular Meeting - Monday, February 3, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Bishop Joel Case with The Church of Jesus Christ of Latter-Day Saints

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the January 13, 2025 Regular Meeting.

   b. Approval of Minutes from the January 16, 2025 Special Meeting.

   c. Approval of the Minutes from the January 21, 2025 Regular Meeting.

6. **PROCLAMATIONS**

   a. Engineers Week Proclamation

   b. Violence Awareness & Prevention Organization

7. **LETTERS TO COMMISSION**

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approval of a Unit Price Construction Contract with R.K. Contractors of Fort Pierce, FL, for general contractor services to replace an existing 6-inch cast iron water main with a new 8-inch PVC water main on Avenue B and Indian River Drive.

b. Approval of a Lump Sum Construction Contract with Remnant Construction, LLC, Fort Pierce, FL, to provide general contractor services for floodproofing the non-residential structure known as Little Jim Bait & Tackle, for Bid No. 2024-004.

c. Approval of a small business grant award to King TV Network, Inc in the amount not to exceed $5000.00.

d. Approve award of RFP 24-044 for the Avenue D Model Block Project to Pinnacle Communities and authorize staff to enter into negotiations.

e. Approval of a contract with Tiki Taxi & Cruises to provide pickup and drop off services at the City Marina for taxi services on the Fort Pierce Waterways.

f. Approval of Agreement between Indian River State College and the Fort Pierce Police Department establishing a police substation on the Massey Campus.

g. Approval of expenditure to CentralSquare Technologies for the annual software maintenance renewal in the amount not to exceed $139,703.34.

12. **PUBLIC HEARINGS**

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

a. Legislative Hearing - Ordinance 25-002 - Review and approval of Voluntary Annexation by owner Frances Casner, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 3302 Avenue B. The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R-3). Parcel ID: 2408-506-0002-000-5. SECOND READING

b. Legislative Hearing - Ordinance 25-004 - An Ordinance amending the Code of Ordinances of the City at Chapter 121-Subdivisions, to amend the plat procedures. SECOND READING

c. Legislative Hearing - Ordinance 25-005 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 111, Article II, Section 111-151 Delegation of Review Authority to revise the Certificate of Appropriateness (COA) approval Matrix. - SECOND READING

d. Legislative Hearing - Ordinance No. 25-010: An Ordinance by the City Commission of the City of Fort Pierce, Florida; amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 3398 Selvitz Road, from City of Fort Pierce (RL) Low Density Residential to City of Fort Pierce (CO) Conservation and Open Space; Parcel (IDS): 2430-411-0001-000-6 and 2429-321-0003-000-0. SECOND READING

e. Legislative Hearing - Ordinance No. 25-011: An Ordinance by the City Commission of the City of Fort Pierce; amending the City's Zoning Atlas and Rezoning two (2) parcels generally located at or near 3398 Selvitz Road, Fort Pierce, Florida, containing approximately 12.357 acres of land, more or less, from (R-1) Single-Family Low Density Zone to (OS-2) Conservation Open Space Zone; Parcel ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0. SECOND READING

13. **CITY COMMISSION**

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting **5. a.**

Meeting Date: 02/03/2025

Re: Approval of Minutes from the January 13, 2025 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the January 13, 2025 Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

01.13.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 01/22/2025 12:31 PM

Final Approval Date: 01/22/2025

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9 A.M. ON MONDAY, JANUARY 13, 2025.

1. **Call to Order**

Mayor Hudson called the January 13, 2025, Morning Meeting to order at 9:00 A.M.

2. **Pledge of Allegiance**

3. **Roll Call**

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Mayor Linda Hudson; Commissioner James Taylor

Absent: Commissioner Curtis Johnson, Jr.

Staff Present: Acting City Manager Linda Cox
Records Management Specialist Tina Rel
City Attorney Sara Hedges

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to excuse the absence of Commissioner Johnson.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Linda Hudson, Commissioner James Taylor

Passed

4. **Approval of Minutes**

a. Approval of the Minutes from the December 9, 2024 City Commission Meeting

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the minutes of the December 09, 2024 Day Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Linda Hudson, Commissioner James Taylor

Passed

5. **Proclamations**

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

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve the agenda as set.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Linda Hudson, Commissioner James Taylor

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.

Gus Guiterrez

Kris Einstein

8. **Miscellaneous Reports and Presentations**

a. Fort Pierce Utilities Authority Advisory Committee Second Annual Work Plan Presentation

Leslie Olson, District Planning Group, on behalf of the FPUA Advisory Committee, and Monci Martinez, FPUA, presented the Second Annual Work Plan.

The Commission commented on the jobs corridor plan, inquiring about community meetings, outreach, and the septic tank program, and expressed gratitude for the hard work put into these initiatives.

Ms. Olson commented on the inclusion of the jobs corridor, and challenges with outreach and requested input.

Mayor Hudson commented on the work done by the FPUA, The FPUA Advisory Board, and representation at events.

b. Kings Landing Update

Sara Hedges, City Attorney, introduced Attorney Scott Hawkins, Jones Foster, and Bill Ware, Development Manager, Live Oak Holdings, to provide the quarterly update on recent developments.

The Commission inquired about the application submission date, Marriott's timeline, the joint venture partnership, and the action dates. They also discussed changes to the site plan, requested that all parties involved provide a representative during the meetings, and addressed time frames, the Tribute Brand, impacts on utilities, and screening options for the site.

Mr. Ware noted that he would provide Marriott's process, clarify the second amendment, share his history, and explain that the villas have always been a separate part of the project infrastructure.

Ms. Hedges provided an update on the venture partnership agreement. She referenced line item five regarding the date requirements and explained that if a secondary site plan approval is necessary, any issues will be resolved by the January 28 deadline. Additionally, she noted that the terms have changed, granting 100% control to Live Oak.

Kevin Freeman, Planning Director, explained the process that the planning department follows once an application is received, including site plan changes, the design time start date, and the site plan itself.

Javier Cisneros, FPUA Director of Utilities, stated that the utilities are available and ready to be utilized.

c. Infrastructure Surtax Citizens Oversight Committee Annual Report 2024

Selena Griffett, Project Engineer, presented the Infrastructure Surtax Citizens Oversight Committee Annual Report 2024.

The Commission inquired about the number of years remaining for the surtax, noting that there will be a new master list at that time, requested an update on Avenue "D" and noted that 13th Street is currently unfunded. They inquired whether 13th Street will be added to the master list if it remains unfunded, and whether road improvements are still allocated in the general fund budget.

Ms. Griffett commented that the item will come up on the 2028 ballot for renewal and that a grant was received regarding Avenue "D", and it can be added.

Jack Andrews, Engineering, explained that the surtax has been used exclusively for streets.

9. **Consent Agenda**

a. Approval of travel for Commissioner Arnold Gaines to attend the FBC-LEO Annual Conference in Orlando, Florida from February 27, 2025, to February 28, 2025, in the amount of $900.69.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve the consent agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Linda Hudson, Commissioner James Taylor

Passed

10. **City Commission - Resolutions**

a. Resolution 25-R07 Appointing James Crist to the Board of Adjustment as Commissioner Taylor's appointee.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R07
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT, PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R07 appointing James Crist.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Linda Hudson, Commissioner James Taylor

Passed

b. Resolution 25-R08 Appointing Levi Lovell to the Keep Fort Pierce Beautiful Advisory Board as Commissioner Taylor's appointee.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R08
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R08 appointing Levi Lovell.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Linda Hudson, Commissioner James Taylor

Passed

c. Resolution 25-R09 Appointing Luke Croghan to the Sunrise Theater Advisory Board as Commissioner Taylor's appointee.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R09
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE SUNRISE THEATRE ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R09 appointing Luke Croghan.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Mayor Linda Hudson, Commissioner James Taylor

Passed

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

12. City Commission Boards and Committees Updates

Commissioner Broderick - nothing to report.

Commissioner Gaines - nothing to report but commented on the MLK activities at Friendship Baptist Church.

Commissioner Taylor - nothing to report but has two upcoming meetings.

Mayor Hudson commented on the Treasure Coast League of Cities and Fire District meetings.

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.

Mayor Hudson adjourned the meeting at 11:13 a.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **5. b.**

Meeting Date: 02/03/2025

Re: Approval of Minutes from the January 16, 2025 Special Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the January 16, 2025 Special Meeting.

Attachments

01.16.2025

Form Review

Form Started By: Latoya Ransom Started On: 01/22/2025 12:33 PM

Final Approval Date: 01/22/2025

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4 P.M. ON THURSDAY, JANUARY 16, 2025.

1. CALL TO ORDER

Mayor Hudson called the January 16, 2024, Special Meeting of the City Commission to order at 4:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Staff Present: Deputy City Manager Jack Andrews
Records Management Specialist Tina Rel
City Attorney Sara Hedges

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

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Rick Reed

Chris Dzadousky

Gus Guiterrez

Erik Bodin

Chris Gardener

Kris Einstein

5. CITY COMMISSION

a. City Manager Applicant Review and Shortlist Interview Selection.

The Commission discussed the addition of eleven applications, agreed to allow time for Human Resources to contact applicants, and will discuss the shortlist for applicants and interviews during the January 21st regular meeting.

Sara Hedges, City Attorney, confirmed the Commission's requests.

6. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 5:31 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **5. c.**

Meeting Date: 02/03/2025

Re: Approval of the Minutes from the January 21, 2025 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes from the January 21, 2025 Regular Meeting.

Attachments

01.21.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 01/31/2025 09:54 AM

Final Approval Date: 01/31/2025

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, January 21, 2025.

1. CALL TO ORDER

Mayor Hudson called the January 21, 2025 Regular Meeting of the City Commission to order at 5:05 P.M.

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

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Staff Present: Acting City manager Linda Cox
Records Management Coordinator Tina Rel
City Attorney Sara Hedges

5. APPROVAL OF MINUTES

a. Approval of the minutes from the January 06, 2025 Regular Meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the January 6, 205 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

a. The Battle of Loxahatchee Proclamation

b. National Certified Registered Nurse Anesthetists Week

7. **LETTERS TO COMMISSION**

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

Acting City Manager, Linda Cox pulled items 12G and 11E at the request of staff, announced that representatives from Live Oaks Holdings and Mainsail were present, and requested they be permitted to speak during miscellaneous reports, item 10.

The commission inquired about Live Oaks Holdings, Mainsail speaking, and the third amendment draft.

Ms. Cox clarified that the purpose was introductions.

City Attorney, Sara Hedges provided an update on the third amendment

finalization.

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

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

Passed

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

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

Kris Einstein
Gus Guiterrez

10. MISCELLANEOUS REPORTS

Scott Hawkins, Jones Foster, on behalf of Audubon, provided an update notifying the Commission that Live Oak would be the lead developer in the project.

Bill Ware, Live Oak commented on the the PSA, Marriott franchise agreement, site plans, and third amendment.

Joe Collier, President and Founder of Mainsail, commented on the length of the project, clarified Mariott's participation provided company history,

The Commission inquired on the timeline, design process, curated property process, branding, project vision, and the financing package.

Mr. Collier commented on the timeline, design process, permitting process, branding, the hotel vision, and financing.

Paul Bertozzi, Live Oak, commented on the working relationship with Mr. Ware.

11. CONSENT AGENDA

a. Approval of Security Camera System, Police Department, Securitas Electronic Security, Inc. Uniontown, OH, in the amount of $255,845.72.

b. Approval of First Amendment to the Interlocal Funding Agreement with St. Lucie County, FL for Homeless Services

c. Authorize staff to negotiate a traffic signal maintenance continuing service contract with Econolite Systems with an annual cost of $175,000.00; final contract will come back for approval.

d. Authorization for the Mayor to sign an affidavit to be submitted to the Department of Florida Commerce notifying them that the city will perform the Comprehensive Plan Evaluation and Appraisal review.

e. Approval or denial of the request for the Third Amendment to the Amended and Restated Agreement for Development of King's Landing.

12. PUBLIC HEARINGS

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

a. Legislative Hearing - Ordinance 25-001 - Economic Development Ad Valorem Tax Exemption. SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-001
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE IMPLEMENTATION OF THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION AS PROVIDED BY SECTION 3, ARTICLE VII, OF THE CONSTITUTION OF THE STATE OF FLORIDA; CREATING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION REGULATIONS OF THE CITY OF FORT PIERCE; ESTABLISHING AN EXEMPTION OF CERTAIN AD VALOREM TAXATION FOR CERTAIN NEW AND EXPANDING BUSINESS PROPERTIES; PROVIDING DEFINITIONS AND REQUIREMENTS; PROVIDED FOR PROCEDURES FOR APPLICATION FOR EXEMPTION; SPECIFYING DUTIES OF THE PROPERTY APPRAISER IN CONNECTION WITH SUCH PROPERTY; REQUIRING A WRITTEN TAX EXEMPTION AGREEMENT; PROVIDING FOR A SUNSET CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. SECOND READING

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 25-001.

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

Passed

b. Legislative Hearing - Ordinance 25-002 - Review and approval of Voluntary Annexation by owner Frances Casner, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 3302 Avenue B. The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R-3). Parcel ID: 2408-506-0002-000-5. FIRST READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-002
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCELS AT OR NEAR 3302 AVENUE B AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING CLASSIFICATION; ESTABLISHING LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION

OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Kerry Driver, Planner , presented the review and approval of voluntary annexation at 3302 Avenue B.

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation RL and the Zoning classification R-3.

Questions of Staff:

The Commission inquired on zoning classification, what is on the property, and its county zoning.

Mr. Freeman commented on the zoning classification.

Ms. Driver commented on the county zoning as the property owner has adjacent properties.

Mayor Hudson opened the public hearing.

Frances Casner - the property owner.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve Ordinance No. 25-002.

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

Passed

c. Legislative Hearing - Ordinance 25-004 - An Ordinance amending the Code of Ordinances of the City at Chapter 121-Subdivisions, to amend the plat procedures. FIRST READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-004
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 121 – SUBDIVISIONS TO AMEND THE PRELIMINARY PLAT PROCEDURES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Kevin Freeman, Planning Director, presented an amendment to the Code of Ordinances for the City, specifically Chapter 121 - Subdivisions.

RECOMMENDATION:

Staff recommendation is for the City Commission to approve the amendments to clarify the City’s plat process.

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 25-004.

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

Passed

d. Legislative Hearing - Ordinance 25-005 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 111, Article II, Section 111-151 Delegation of Review Authority to revise the Certificate of Appropriateness (COA) approval Matrix. - FIRST READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-005
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 111, ARTICLE II, SECTION 111-151 DELEGATION OF REVIEW AUTHORITY TO REVISE THE CERTIFICATE OF APPROPRIATENESS APPROVAL MATRIX; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Kevin Freeman, Planning Director, presented amending the code of ordinances of the City of Fort Pierce Chapter 111, Article II, Section 111-151.

RECOMMENDATION:

Staff recommendation is for the City Commission to APPROVE the proposed amendment to the COA Approval Matrix.

Mayor Hudson opened the public hearing.

Kris Einstein - Supports the COA process

Commissioner Johnson inquired if the process has parameters for the identification of historic sites and suggested including local realtors in the identification process.

Ms. Cox commented that Tyler can identify historical processes through the GIS.

Mr. Freeman commented on the use of zoning identification and suggested yearly informational materials for existing owners.

The Commission discussed identification markers and processes for properties that have not maintained historical guidelines, and options for designation on St. Lucie County Property Appraiser.

Mr. Freeman explained how owners are notified of historical guideline violations.

Ms. Hedges commented on unpermitted , violated processes and compliance.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner James Taylor to approve Ordinance No. 25-005.

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

Passed

e. Legislative Hearing-Ordinance 25-007, Amending Chapter 103, Article IX - Buildings and Building Regulations, Providing for Public Access to the International Property Maintenance Code. SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-007
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX – PROPERTY MAINTENANCE ORDINANCE AND HOUSING CODE, SECTION 103-338 – PROPERTY MAINTENANCE ORDINANCE AND HOUSING CODE TO PROVIDE FOR PUBLIC ACCESS TO THE INTERNATIONAL PROPERTY MAINTANENCE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner James Taylor to approve Ordinance 25-007.

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

Passed

f. Legislative Hearing-Ordinance 25-008, Amending Chapter 103, Article XI, Buildings and Building Regulations - Mobile and Manufactured Homes Ordinance, Section 103-403, Providing for Public Access to the Mobile/Manufactured Home Repair and Remodeling Guidelines. SECOND READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-008
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE XI – MOBILE AND MANUFACTURED HOMES ORDINANCE, SECTION 103-403 – MOBILE AND MANUFACTURED HOMES ORDINANCE TO PROVIDE FOR PUBLIC ACCESS TO THE MOBILE/MANUFACTURED HOME REPAIR AND REMODELING GUIDELINES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the public hearing.

Michelle Longarzo - Praised the building department

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 25-008.

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

Passed

g. Legislative Hearing - Ordinance 25-009: An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 2721 South Jenkins Road, from City of Fort Pierce (GC) General Commercial to City of Fort Pierce (RM) Medium Density Residential; Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. FIRST READING

Item pulled at the request of staff.

h. Legislative Hearing - Ordinance No. 25-010: An Ordinance by the City Commission of the City of Fort Pierce, Florida; amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 3398 Selvitz Road, from City of Fort Pierce (RL) Low Density Residential to City of Fort Pierce (CO) Conservation and Open Space; Parcel (IDS): 2430-411-0001-000-6 and 2429-321-0003-000-0. FIRST READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-010
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 3398 SELVITZ ROAD, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (CO) CONSERVATION AND OPEN SPACE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Kevin Freeman, Planning Director, presented an amendment of the future land use map of the comprehensive plan at or near 3398 Selvitz Road.

RECOMMENDATION:
Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

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

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve Ordinance No. 25-009.

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

Passed

i. Quasi-Judicial Hearing - Ordinance No. 25-011: An Ordinance by the City Commission of the City of Fort Pierce; amending the City's Zoning Atlas and Rezoning two (2) parcels generally located at or near 3398 Selvitz Road, Fort Pierce, Florida, containing approximately 12.357 acres of land, more or less, from (R-1) Single-Family Low Density Zone to (OS-2) Conservation Open Space Zone; Parcel ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0. FIRST READING

Records Management Coordinator, Tina Rel, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-011
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 3398 SELVITZ ROAD, FORT PIERCE, FLORIDA CONTAINING APPROXIMATELY 12.357 ACRES OF LAND, MORE OR LESS, FROM (R-1) SINGLE[1]FAMILY LOW DENSITY ZONE TO (OS-2) CONSERVATION OPEN SPACE ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Staff Presentation:
Kevin Freeman, Planning Director, presented amending the City's Zoning Atlas and Rezoning two (2) parcels generally located at or near 3398 Selvitz Road.

RECOMMENDATION:
Staff recommends **APPROVAL** of the proposed Zoning Atlas Map Amendment to the City Commission.

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve Ordinance No. 25-011.

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

Passed

13. CITY COMMISSION

a. Resolution 25-R04 Appointing Nicola Angelos to the City of Fort Pierce Arts and Culture Advisory Board as Commissioner Taylor's appointee.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R04
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT AND REAPPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner James Taylor, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 25-R04.

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

Passed

b. Resolution 25-R10 Appointing Dan Noelke to the City of Fort Pierce Parking Committee as Commissioner Taylor's appointee.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R10
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE PARKING COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner James Taylor, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-R10.

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

Passed

c. Resolution 25-R11 Appointing Erick Gill to the City of Fort Pierce Parks Advisory Committee as Commissioner Taylor's appointee.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R11
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKS ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R11.

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

Passed

d. Resolution 25-R12 Appointing Gabe Atkinson to the City of Fort Pierce Infrastructure Surtax Committee as Commissioner Taylor's appointee.

Records Management Coordinator, Tina Rel, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R12
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R12.

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

Passed

e. Update on City Manager applicants and the establishment of a timeline.

Sara Hedges, City Attorney inquired on additional applicants and Special Meeting for February 5, 2025 at 5:05 p.m., and interviews for February 18,2025.

Commission Johnson inquired on applications without a questionnaire.

Ms. Hedges commented that the five were given the opportunity to complete the questionnaire.

Jared Sorenson, Human Resources Manager, confirmed the Commission requirements were met and explained the executive summary.

14. COMMENTS FROM THE PUBLIC

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

Mary Sermons

Chris Gardner

Erin O'Brien

Laura Amos

Kris Einstein

Michelle Longarzo

15. COMMENTS FROM THE CITY MANAGER

Acting City Manager, Linda Cox, commented on the cold weather shelters opening at the Percy Peek Gym, Sunrise Theatre RFP, thanked South Beach volunteers for their hard work and strategic planning on Thursday.

Tina Rel, Records Coordinator - No comments

Sara Hedges - City Attorney - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Broderick - No comments

Commissioner Johnson - commented on the MLK parade, and the upcoming job fair.

Commissioner Taylor - commented on FPUA tour and thanked Charlene Adair and the South Beach volunteers.

Commissioner Gaines commented on the job fair January 29th, park renovations, MLK parade, and noise ordinance concerns.

Ms. Cox commented that a consultant will be hired regarding the noise ordinance.

Ms. Hedges commented on the actions taken for violations of the noise ordinance.

Mayor Hudson commented on Charlene Adair and the South Beach volunteers, traffic signal system for emergency vehicles.

Jack Andrews, Deputy City Manager, commented on the cost of implementing the traffic signal system although funds are not currently available and the intersections designated.

Commissioner Johnson mentioned exploring this with the lobbyist in Tallahassee for safety and inquired on the mapping and percent that falls within the CRA boundaries.

17. ADJOURNMENT

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

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

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **6. a.**

Meeting Date: 02/03/2025

Re: Engineers Week Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Engineers Week Proclamation

Attachments

Engineers Week

Form Review

Form Started By: Latoya Ransom Started On: 01/16/2025 10:03 AM

Final Approval Date: 01/16/2025

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

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

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

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

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

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

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim February 16-22, 2025 as:

Engineers Week

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 3rd day of February 2025.

MAYOR/COMMISSIONER

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

City Commission Regular Meeting **6. b.**

Meeting Date: 02/03/2025

Re: Violence Awareness & Prevention Organization

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Violence Awareness & Prevention Organization

Attachments

Violence Awareness

Form Review

Form Started By: Latoya Ransom Started On: 01/27/2025 09:13 AM

Final Approval Date: 01/27/2025

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, WE LEAP INC. is a violence awareness and prevention and awareness education organization located in St. Lucie County that has been leading the charge on teen dating violence awareness for almost a decade in Fort Pierce; and

WHEREAS, dating violence is a reality for many youths, and an issue that many parents are unaware of; and

WHEREAS, 1 in 3 young people are affected by physical, sexual, or verbal dating violence, with 1 in 5 in a serious relationship reporting having been slapped, pushed, hit, threatened, or coerced by a partner, and breakups can be a time of even greater risk even when a relationship was never physically abusive; and

WHEREAS, Young people can choose better relationships when they understand that healthy relationships are based on respect and learn to identify early warning signs of an abusive relationship; and

WHEREAS, Elimination of dating violence must be achieved through the cooperation of individuals, organizations, and communities; and

WHEREAS, Dating Violence Awareness & Prevention Month provides an excellent opportunity for citizens to learn more about preventing dating violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of February 2025 as:

Dating Violence Awareness & Prevention Month

in the City of Fort Pierce supports and empowers young people to develop healthy relationships throughout their lives and to engage in activities that prevent and respond to teen dating violence.

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 3rd day of February 2025.

MAYOR/COMMISSIONER

City Commission Regular Meeting **11. a.**

Meeting Date: 02/03/2025

Re: Approval of Unit Price Construction Contract for Kings Landing Offsite Water Main Upgrade, Bid No. 24-016

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of a Unit Price Construction Contract with R.K. Contractors of Fort Pierce, FL, for general contractor services to replace an existing 6-inch cast iron water main with a new 8-inch PVC water main on Avenue B and Indian River Drive.

SUMMARY:

During the Fort Pierce Redevelopment Agency board meeting on June 11, 2024, the Board made a positive decision to award Bid No. 2024-016 to R.K. Contractors, Inc. This project involves replacing an existing 6-inch cast iron water main with a new 8-inch PVC water main. The work will include the installation of various services, fire hydrants, valves, and appurtenances along Avenue B and Indian River Drive, as outlined in the construction plans. Additionally, a section of the 15-inch gravity sewer main will be removed. This initiative is a significant step towards ensuring the consistency and quality of potable water and wastewater facilities that will be connected to the FPUA systems.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Shyanne Harnage, Community Redevelopment Agency Administrator
Jack Andrews, Deputy City Manager
Tracy Telle, Engineering Manager
Lugey Dawson, FPUA Supervising Engineer
Gelencia Carter, Purchasing Manager

COORDINATED WITH:

FPRA
FPUA
Finance
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: TBD

OTHER INFORMATION:

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

Attachments

Agreement - Complete

City Attorney Memo (100324)

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/24/2025 04:44 PM
City Manager	Linda Cox	01/25/2025 12:10 PM

Form Started By: Gelencia Carter Started On: 01/08/2025 04:14 PM

Final Approval Date: 01/25/2025

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

October 24, 2024

Email: rkcontractors20@gmail.com

R.K. Contractors, Inc.
1720 Copenhaver Road
Fort Pierce, FL 34945
Attn: Randy Bowers, President

SUBJECT: Notice of Award
Bid No. 2024-016 – Kings Landing Offsite Water Main Upgrade – Avenue B & Indian River Drive

Dear Mr. Bowers:

The Fort Pierce Redevelopment Agency Board met in regular session, Tuesday, June 11, 2024, and awarded subject bid to your firm, in the amount of $298,913.28.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Agreement (please ensure to complete item 9-F page 11)
3. Furnish the required Performance Bond
4. Furnish the required Payment Bond
5. Completion of required form Affidavit Regarding the Use Coercion for Labor or Services
6. Please provide Certification of Liability, Property Damage, and Workers' Compensation, as stated in section 17 of the attached agreement. **We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.**
7. **Return documents enclosed within ten (10) days after receipt, via email to:**

Email:	Carbon Copy:
Gelencia Carter, Purchasing Manager	**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.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

Sincerely,
CITY OF FORT PIERCE

Gelencia Carter
Gelencia Carter, Purchasing Manager

ACCEPTED BY:
R.K. CONTRACTORS, INC.

Signature (Manual)

Devin Wheaton
Signature (Typed or Printed)

VP
Title

11/15/24
Date

NOTARIZATION

STATE OF FL

COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 15th day of Nov 2024,
by Devin Wheaton (**Officer of Firm**), VP (**Title**), of
RK Contractors (**Name of Firm**) a FL (**State**) corporation, on behalf of the corporation.

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

Notary Public

My commission expires: 03/15/2027

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

/gc

cc: Tracy Telle, Assistant City Engineer

UNIT PRICE CONSTRUCTION

FOR

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

CITY OF FORT PIERCE BID NO. 2024-016

Prepared by:

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

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____day of _____, 2024 by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the City of Fort Pierce, CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the "CITY"), and **R.K. CONTRACTORS, INC.** a **FLORIDA PROFIT** corporation, with its principal address at **1720 Copenhaver Road, Fort Pierce, FL 34945** (hereinafter "CONTRACTOR").

WITNESSETH:

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

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

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

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

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

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

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

1. Exhibit "A" - Invitation to Bid No. 2024-016
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications – General Requirements, Utility Excavation Trenching, and Backfilling, Wastewater Collection Systems, Water Distribution Systems, and DIP and PVC Pipe, Fittings, Values and Appurtenances
4. Exhibit "D" – Bid Forms
5. Exhibit "E" – General Conditions

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change Orders issued hereafter,

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

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

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

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

ARTICLE 3
INTENT AND INTERPRETATION

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

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

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

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

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

3(E) Wherever this Contract calls for "strict" compliance or conformance with the Contract

Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

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

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

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

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

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

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

ARTICLE 4
CONTRACTOR'S PERFORMANCE

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

4(A) The CONTRACTOR will complete the entire Work described in this Contract and the Contract Documents, except as specifically identified therein as the Work of other parties, in accordance with the terms herein, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

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

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

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

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

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work herein, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Contract (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

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

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

requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

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

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

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2024-016, Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: $ 297,913.28 – Two Hundred Ninety-Seven Thousand Nine Hundred Thirteen Dollars and Twenty-Eight 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 are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the City Engineer with Payment Request. Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

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

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

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

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all Work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said Work rests with CONTRACTOR until Substantial Completion of contracted Project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the Work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY, nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any Work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's Work not being in requirements of this Contract; or
(2) The quantity of the CONTRACTOR's Work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or
(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed; or
(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or
(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or
(6) Loss caused by the CONTRACTOR; or
(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

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

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

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

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete Work, correcting, and bringing into

conformance all defective and nonconforming Work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective, or nonconforming Work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming Work or claims were obvious or should have been discovered earlier.

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

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

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

6(J) Nothwithstanding any terms in this Article or elsewhere in this Contract, all payments shall be made in compliance with the Local Government Prompt Payment Act.

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
Randy Bowers	Super

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
INDEMNITY

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

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent, or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, and appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 6 hereof.

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

by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any Work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation.

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

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

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

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

ARTICLE 13
CHANGE ORDERS

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

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 6 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the Work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown:

   (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

   (b) Must cover all Work involved in the modification, whether the Work was deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by: (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties, and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in

the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known.

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

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

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

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

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

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

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

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

of the amount due the Subcontractor.

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

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

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

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

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

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this Contract or in violation of an instruction from the City Engineer, such Work shall be uncovered and displayed for review by the City Engineer and/or the City's consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the Work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or the City's consultants. If the uncovered Work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such Work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

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

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

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Amount shall be reduced by the greater of: (1) the

reasonable costs of removing and correcting the defective or nonconforming Work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming Work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming Work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and

(2) preserving and protecting Work in place; and

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

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's Completion Date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle 15(C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

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

ARTICLE 16
TERMINATION BY THE CITY

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

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the Work so terminated, other than warranties and guarantees for completed Work and installed equipment, and the CONTRACTOR shall stop Work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected Work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed Work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR an amount derived in accordance with Subarticle 16(A)(3) below.

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder.

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

(a) Contract costs for labor, materials, equipment, and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(c) Reasonable costs of settling and paying claims arising out of the

termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

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

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

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

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

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

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

ARTICLE 17
INSURANCE

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

17(A)(1) Evidence of Insurance

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

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation /Employer's Liability Insurance.

Worker's Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers, and employees scheduled thereon.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation"

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

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

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

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

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

17(A)(4) Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

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

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

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

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

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

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

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within, three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.
The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) Property/Builder's Risk Insurance

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

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

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

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

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

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

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond, and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

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

(1) Ratings by A.M. Best

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

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2024 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 2024. 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.

CONTRACTOR shall abide by all public records laws, and specifically:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

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

CONTRACTOR:
Randy Bowers, President
R.K. Contractors, Inc.
1720 Copenhaver Road
Fort Pierce, FL 34945
Phone: 772-201-5426

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSETH:

Adam Hutchinson
Print Name

Signature

Travis Penn
Print name

Signature

CONTRACTOR:

R.K. Contractors Inc

By: Devin Wheaton / VP

Title: VP

Federal Tax ID No. 65-0433749

ATTEST:

Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson, Chairperson

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

Bid No. 2024-016

Kings Landing Off-site Water Main Upgrade – Avenue B and Indian River Drive

ITEM NO.	ITEM	QTY	UNIT	UNIT COST	COST
1	Mobilization (Water)	1	LS	$15,000.00	$ 15,000.00
2	Construction Layout/Record Drawings (Water)	1	LS	$14,025.00	$ 14,025.00
3	Maintenance of Traffic	1	LS	$ 10,620.00	$ 10,620.00
4	2" Water Service	42	LF	$190.00	$ 7,980.00
5	2" Poly (DR-9) Water Main	26	LF	$ 65.00	$ 1,690.00
6	6" C900 (DR-18) Water Main	70	LF	$ 56.00	$ 3,920.00
7	8" C900 (DR-18) Water Main	970	LF	$65.00	$ 63,050.00
8	Fire Hydrant Assembly	1	EA	$14,132.00	$ 14,132.00
9	2" Gate Valve	1	EA	$1,100.00	$ 1,100.00
10	6" Gate Valve	2	EA	$2,842.00	$ 5,684.00
11	8" Gate Valve	5	EA	$3,700.00	$18,500.00
12	8" Water Main Tie-In on PROPOSED Utilities at Indian River DR (2" Tapping Saddle & Valve)	1	LS	$7,500.00	$ 7,500.00
13	8" Water Main Tie-In at N 2ND St (8" Tapping Sleeve& Valve)	1	LS	$8,200.00	$ 8,200.00
14	8" Water Main Tie-In at Indian River Drive	1	LS	$8,200.00	$ 8,200.00
15	Fittings	1	TN	$ 27,888.00	$ 27,888.00
16	6" & 8" Bell Restraints	1	LS	$14,246.28	$14,246.28
17	6" & 8" Megalugs	1	LS	$11,500.00	$11,500.00
18	Bacteriological Sample Points	2	EA	$1,720.00	$ 3,440.00
19	6" CIP Pipe Removal	829	LF	$ 22.00	$18,238.00
20	Grout 6" HDPE Water Main (Across Indian River Drive)	60	LF	$80.00	$ 4,800.00
21	Thrust Block	2	EA	$ 2,250.00	$ 4,500.00
22	Dewatering	1	LS	$10,100.00	$10,100.00
23	Remove 15" PVC Sewer Pipe	40	LF	$165.00	$ 6,600.00
24	Plug Sewer Manhole	1	EA	$2,500.00	$ 2,500.00
25	Miscellaneous Restoration at service crossings (Sod, sidewalk, curb)	1	LS	$15,000.00	$15,000.00
26	Asphalt Repair	540	SF	$ 30.00	$16,200.00
				GRAND TOTAL	**$314,613.28**

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

Vendor name: R.K. Contractors Inc

Authorized Representative's Name and Title Devin Wheaton VP

Address: 1720 Copenhaver Road

City: Ft. Pierce State: FL Zip Code: 34945

Phone Number: 772-201-5426 Email Address: rkcontractors20@gmail.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: _____ Devin Wheaton / VP 11/15/24
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF St. Lucie

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

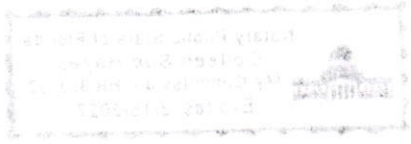
this 15th day of November, 2024 by Devin Wheaton, who is

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

Notary Public Signature: _____ (Seal)

Print Name: Colleen Hayes My Commission Expires: 03/15/2027

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027



DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** and **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2024-016**
Mandatory Site-Visit: **N/A**	**Bid Title: KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE**
Mandatory Site-Visit Location: **N/A**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, TUESDAY, FEBRUARY 20, 2024**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: R.K. Contractors, Inc **Mailing Address:** 1720 Copenhaver Road	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ **Authorized Signature (Manual)**
City, State, Zip Code: Ft. Pierce, FL 34945	**Typed or Printed Name:** Randy Bowers
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: Florida **Year:** 1993	**Delivery in** _____ **days, After Receipt Order**
Phone Number: 772-201-5426	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 65-0433749
E-Mail Address: rkcontractors20@gmail.com	**Local Business:** ___Y ___N **MWBE:** ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

PLEASE SIGN AND RETURN WITH BID _____

Form **W-9**
Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
R.K. Contractors, Inc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1720 Copenhaver Road

Requester's name and address (optional)

City, state, and ZIP code
Ft. Pierce, FL 34945

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ____

or

Employer identification number
6 5 - 0 4 3 3 7 4 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/19/24

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

RKCON-1 OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/05/2023

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

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

PRODUCER
Kearns Agency of Florida Inc.
P O Box 1849
Jensen Beach, FL 34958
Lawrence E. Kearns
772-334-5822

CONTACT NAME: Lawrence E. Kearns
PHONE (A/C, No, Ext): 772-334-5822 FAX (A/C, No): 772-334-0940
E-MAIL ADDRESS: lekearns@bellsouth.net

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : Owners Insurance Co. — 32700
INSURER B : Auto-Owners Insurance Co. — 18988
INSURER C : Southern Owners Insurance Co. — 10190
INSURER D :
INSURER E :
INSURER F :

INSURED
R K Contractors Inc
803 S. Indian River Drive
Fort Pierce, FL 34950

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR			72698658	10/03/2023	10/03/2024	DAMAGE TO RENTED PREMISES (Ea occurrence) $	300,000
							MED EXP (Any one person) $	10,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	3,000,000
	OTHER						$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	X ANY AUTO			95-434-709-00	10/03/2023	10/03/2024	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							Uninsured Motor $	500,000
C	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE $	2,000,000
	EXCESS LIAB CLAIMS-MADE			95-434-709-02	10/03/2023	10/03/2024	AGGREGATE $	2,000,000
	DED RETENTION $						$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT $	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	
							E.L. DISEASE - POLICY LIMIT $	
A	Rent/Leased Equip			72698658	10/03/2023	10/03/2024	Contract	300,000
							Equipment	1,000 ded

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

CERTIFICATE HOLDER CITYFTP

City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lawrence E. Kearns

ACORD 25 (2016/03)

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THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

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

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

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

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

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

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

The City of Fort Pierce encourages Minority Business Enterprise participation.

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

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

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SECTION 1 - DEFINED TERMS

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

SECTION 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

SECTION 3 - QUALIFICATIONS OF BIDDERS

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

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

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

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

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

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

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

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

SECTION 5 - INTERPRETATIONS

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

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

SECTION 6 - BID SECURITY

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

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

SECTION 7 - CONTRACT TIME

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

SECTION 8 - LIQUIDATED DAMAGES

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

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

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

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

SECTION 11 - BID FORM

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

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

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

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

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

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

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

SECTION 12 - SUBMISSION OF BIDS

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

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

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

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 14 - OPENING OF BIDS

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

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

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

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

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

SECTION 15 - BIDS TO REMAIN OPEN

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

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

SECTION 16 - AWARD OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

SECTION 17 - BONDS AND INSURANCE

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

SECTION 18 - SIGNING OF AGREEMENT

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

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

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

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

SECTION 19 - SCHEDULE OF SUBMITTALS

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

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

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

SECTION 21 – MATERIALS

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

21.2 State produced materials are now allowed.

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

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit C

GENERAL REQUIRMENTS

(Section 01000)

PART 1 – GENERAL

1.01 INTRODUCTION:

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

A. TERMINOLOGY

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

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

Director – The Director of Utilities or his authorized representative.

Department – The applicable FPUA Water or Wastewater Department.

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

Engineer – Engineer of Record.

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

1.02 COMMENCEMENT OF WORK:

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

1.03 USE OF RIGHT-OF-WAY:

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

GENERAL REQUIRMENTS

1.04 OTHER STANDARDS:

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

AASHTO, American Association of State Highway Traffic Officials

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

DIPRA, Ductile Iron Pipe Research Association

EPA, Environmental Protection Agency, United States

FDEP, Florida Department of Environmental Protection

FDOT, Florida Department of Transportation, State of Florida

FM, Factory Mutual

FS, Florida Statutes

NEC, National Electrical Code

NEMA, National Electrical Manufacturers Association

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

South Florida Water Management District

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

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

UL, Underwriters Laboratories

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

1.05 SAMPLING AND TESTING:

GENERAL REQUIRMENTS

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

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

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

1.06 LEGAL RESTRICTIONS AND PERMITS:

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

1.07 PUBLIC CONVENIENCE AND SAFETY:

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

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

1.08 CHEMICAL USAGE:

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

1.09 PROTECTION OF PROPERTY

GENERAL REQUIRMENTS

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

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

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

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

1.10 RESTORATION OF PROPERTY

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

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

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

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

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

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

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

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

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

1.11 WORK IN STREETS:

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

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

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

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

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

1.12 DISRUPTION TO EXISTING SYSTEM OPERATIONS:

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

1.13 MINIMIZING SILTATIONS AND BANK EROSION:

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

14 SURVEY AND CONSTRUCTION STAKES:

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

1.15 BENCHMARKS AND MONUMENTS:

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

1.16 EMPLOYEES AND SUPERINTENDENTS:

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

1.17 SANITARY PROVISIONS:

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

1.18 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS:

GENERAL REQUIRMENTS

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

1.19 SUBSTITUTIONS OR "APPROVED EQUALS":

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

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

1.20 INSPECTION BY DEVELOPER

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

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

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

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

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

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

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

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

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

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

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

1.21 INSPECTION BY OTHER AGENCIES:

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

1.22 RECORD DRAWINGS

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

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

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

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

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

2. Vertical: NGVD29 or NAVD88 - (NAVD88 benchmarks are not as readily available however use when possible)
3. Datums shall be clearly identified on ALL submittals.

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

E. Submittals for Record drawings are listed below:

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

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

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

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

I. All utilities shall use the following layering convention:

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

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

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

L. Draw in detail any substantial changes.

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

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

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

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

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

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

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

T. Mark all bacteriological sampling points on plans.

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

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

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

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

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

1.23 DEFECTIVE AND UNAUTHORIZED WORK:

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

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

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

1.24 WARRANTY:

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

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

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

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

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

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

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

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

1.25 UTILITY EASEMENTS:

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

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

1.26 ACTIVATION OF NEW SERVICES:

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

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

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

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

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

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

F. Valve GPS data as specified in section 1.22.

G. Copy of all release of lien forms.

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

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

J. Executed utility easements, if applicable forms.

K. Executed Annexation Agreement, if applicable.

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

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

1.27 EQUIPMENT INSTALLATION:

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

1.28 NAMEPLATES:

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

1.29 MODIFICATIONS TO EXISTING EQUIPMENT:

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

1.30 SALVAGE:

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

GENERAL REQUIRMENTS

1.31 EQUIPMENT OPERATING TESTS:

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

1.32 MANUFACTURER SUPERVISION:

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

1.33 OPERATING INSTRUCTIONS AND PARTS LISTS:

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

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

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

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

PART 1 - GENERAL

1.01 GENERAL

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

PART 2 - PRODUCTS

2.01 MATERIALS:

A. SHEETING AND BRACING:

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

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

B. CONCRETE:

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

PART 3 – EXECUTION

3.01 TRENCHING:

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

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

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

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

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

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

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

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

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

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

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

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

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

M. Backfill in Existing Traffic Zones:

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

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

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

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

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

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

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

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

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

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

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

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

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

UTILITY EXCAVATION, TRENCHING, AND BACKFILLING
(Section 02200)

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

END OF SECTION

WASTEWATER COLLECTION SYSTEM
(Section 02730)

PART 1 – GENERAL

1.01 GENERAL:

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

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

1.02 DESIGN STANDARDS:

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

B. System Design:

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

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

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

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

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

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

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

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

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

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

21	0.12
24	0.10

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

4. Design Considerations:

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

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

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

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

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

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

PART 2 – PRODUCTS:

2.01 STANDARD REQUIREMENTS:

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

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

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

C. Wastewater Manholes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 3 – EXECUTION:

3.01 TESTING:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION

WATER DISTRIBUTION SYSTEMS
(Section 02715)

PART 1- GENERAL

1.01 GENERAL:

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

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

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

1.02 DESIGN STANDARDS:

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

B. System Design:

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

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

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

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

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

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

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

PART 2 – PRODUCTS

2.01 STANDARD REQUIREMENTS:

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

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

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

WATER DISTRIBUTION SYSTEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Residential (Multi-family general service)

(b) Light commercial

(c) Shopping centers and malls

(d) Adult congregate living facilities

(e) Apartment complexes

(f) Condominiums

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

(a) Industrial plants

(b) Hospitals

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

K. Backflow Prevention:

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

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

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

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

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

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

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

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

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

PART 3 – EXECUTION

3.01 DISINFECTION:

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

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

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

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

DISINFECTANT PREPARATION DATA

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

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

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

GALLONS OF WATER PER EACH FOOT

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

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

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

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

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

3.02 TESTING:

WATER DISTRIBUTION SYSTEMS

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

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

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

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

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

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

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

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

END OF SECTION

DIP AND PVC PIPE, FITTINGS, VALVES AND APPURTENANCES

(Section 02600)

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK:

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

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

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

PART 2 – PRODUCTS

2.01 PIPE AND FITTINGS:

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

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

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

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

C. Ductile Iron, General:

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

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

3. Joints:

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

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

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

4. Coatings and Linings:

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

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

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

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

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

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

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

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

G. Special Items:

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

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

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

2.02 VALVES:

A. GENERAL

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

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

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

B. GATE VALVES (GV)

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

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

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

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

C. PLUG VALVES (Force main application ONLY):

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

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

D. CHECK VALVES (CV):

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

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

E. CORPORATION STOPS AND CURB STOPS:

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

F. AIR RELEASE VALVES – AIR AND VACUUM VALVES:

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

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

G. SPECIAL ITEMS

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

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

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

PART 3 - EXECUTION

3.01 INSTALLATION:

A. GENERAL REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

B. DUCTILE IRON (DI) PIPE:

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

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

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

1. 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.

2. Exterior Surfaces:

(a) Surfaces show visual defects.

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

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

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

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

D. POLYVINYL CHLORIDE (PVC) PIPE:

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

E. VALVES:

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

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

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

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

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit D

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BID FORM

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

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

NAME OF BIDDER: R.K. Contractors, Inc

MAILING ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945

STREET ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945 (Zip Code)

PHONE NUMBER: 772-201-5426

To the: City of Fort Pierce

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

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

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

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: R.K. Contractors, Inc
(Type or Print)

By: _____

Name: Randy Bowers

Title: President

Dated: February 19th, 2024

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Devin Wheaton

Title: Vice President

Witnesses: Adam Hutchinson

(Signature)

(If partnership
Or individual) _____
(Signature)

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

CUC056834 8/31/24 Underground Utility & Excavation

END OF SECTION

Executed in 1 Counterpart

EXHIBIT "D"
BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that R. K. Contractors, Inc. we,

---, as Principal, and

United Fire & Casualty Company, as Surety,

are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Amount Bid ---

--- Dollars ($----------10%----------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 20, 2024, for the Bid No. 2024-016, KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B AND INDIAN RIVER DRIVE Ft. Pierce, FL

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 20th day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(If individual or partnership)

_____

_____

PRINCIPAL

R. K. Contractors, Inc.

By: _____
(Signature)

Name: Randy Bowers

Title: President

ATTEST (If corporation)

By: _____
(Signature)

Name: Devin Wheaton

Title: VP

(Corporate Seal)

SURETY

United Fire & Casualty Company

By: _____
(Signature)

Name: Jeffrey W. Reich Inquiries: 407-786-7770

Title: Attorney-In-Fact & FL Licensed Resident Agent

(Surety Seal)

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 20th day of February, 2024.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

Bond No. 3304337
Executed in 2 Counterparts

Performance Bond

CONTRACTOR:
(Name, legal status and address)
R. K. Contractors, Inc.
1720 Copenhaver Road
Ft. Pierce, FL 34945 (772) 201-5426

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240 (941) 907-3224

OWNER:
(Name, legal status and address)
THE FORT PIERCE REDEVELOPMENT AGENCY AND THE CITY OF FORT PIERCE
100 North US Highway 1 Fort
Pierce, FL 34950 772-467-3774

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.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5413336 11/26/2024 11:40:53 AM
OR BOOK 5238 PAGE 647 - 655 Doc Type: BOND
RECORDING: $78.00

CONSTRUCTION CONTRACT
Date:

Amount: $297,913.28

Description:
(Name and location)
Bid No. 2024-016, Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive, Fort Pierce, Florida

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $297,913.28

Modifications to this Bond: ☐ None ☒ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
R. K. Contractors, Inc.
Signature:
Name and Title: Devin Wheaton VP

SURETY
Company: *(Corporate Seal)*
FCCI Insurance Company
Signature:
Name and Title: Jeffrey W. Reich Attorney-In-Fact & Florida Licensed Resident Agent

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or **BROKER:**
Florida Surety Bonds, Inc.
620 N. Wymore Road, Suite 200
Maitland, FL 32751

407-786-7770

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



§ 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.

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§ 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.

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§ **16** Modifications to this bond are as follows:

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

(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:	Devin Wheaton VP	Name and Title:	
Address:	1720 Copenhaver Rd Fort Pierce, FL 34945	Address:	

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Bond No. 3304337

Executed in 2 Counterparts

Payment Bond

CONTRACTOR:
(Name, legal status and address)

R. K. Contractors, Inc.
1720 Copenhaver Road
Ft. Pierce, FL 34945 (772) 201-5426

SURETY:
(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240 (941) 907-3224

OWNER:
(Name, legal status and address)

THE FORT PIERCE REDEVELOPMENT AGENCY AND THE CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34950 772-467-3774

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.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: $297,913.28

Description:
(Name and location)
Bid No. 2024-016, Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive, Fort Pierce, Florida

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $297,913.28

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
R. K. Contractors, Inc.
Signature:
Name and Title: Devin Wheaton VP

SURETY
Company: *(Corporate Seal)*
FCCI Insurance Company
Signature:
Name and Title: Jeffrey W. Reich Attorney-in-Fact & Florida Licensed Resident Agent

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Florida Surety Bonds, Inc.
620 N. Wymore Road, Suite 200
Maitland, FL 32751

407-786-7770

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5. 1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ **10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ **11** 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.

§ **12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

§ **13** Notice and Claims 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. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ **14** 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.

§ **15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ **16 Definitions**

§ **16.1 Claim**. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ **16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ **16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 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.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 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.

§ 18 Modifications to this bond are as follows:

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

(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:	Devin Wheaton VP	Name and Title:	
Address:	1720 Copenhaver Rd Fort Pierce, FL 34945	Address:	

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FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jeffrey W. Reich

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

Surety Bond No.: 3304337

Principal: R. K. Contractors, Inc.

Obligee: FORT PIERCE REDEVELOPMENT AGENCY/ City of Fort Pierce

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, _____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Notice to Proceed on Project: **Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive**

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2024 and to obtain Substantial completion within 90 calendar days and Final completion within 120 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: _____, **2024.**

OWNER:

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

BY:

_____
John R. Andrews, P.E.
City Engineer

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: **Kings Landing Offsite Water Main Upgrade – Avenue B and Indian River Drive**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ _____
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ _____
Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ _____
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ _____
ORIGINAL CONTRACT TIME	_____ Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	_____ Calendar Days
Net (Increase) (Decrease) Resulting from this CHANGE ORDER	_____ Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	_____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

Date:_____

By:_____
Signature & Title

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of _____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____
___ Attorney

_____
___ Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. R.K. Contractors, Inc

2. Permanent Main Office address. 1720 Copenhaver Road., Ft. Pierce, FL 34945

3. When organized? 8/27/1993

4. If a corporation, where incorporated? Florida

5. How many years have you been engaged in construction under this present firm or trade name? 31 years

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See attached

7. General character of work performed by you.

8 Have you ever failed to complete any work awarded to you? If so, where and why? No

9. Have you ever defaulted on a contract? If so, where and why? No

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See attached

11. List your major equipment available for this contract. See attached
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) See attached

13. Background and experience of the principal members of your company, including the officers. See attached

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at 02/20/24 this 20th day of February, 2024.

Contractor:

R.K. Contractors, Inc

By _____

Randy Bowers President

(Name & Title)

County of St. Lucie
State of FL

Randy Bowers, being duly sworn, deposes and says that he is President R.K. Contractors, Inc and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 20th day of Feb, 2024.

_____
Notary Public

My Commission Expires:

3/15/27 (Seal)

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION

CHRIS CRAFT
TAX COLLECTOR
ST. LUCIE COUNTY

2023 - 2024

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #15 Receipt #1799-00940013

Expires SEPTEMBER 30, 2024

Type of business 1799 MISC/SPECIALTY CONTRACTOR (Underground Utility & Excavation Contractor)

DBA name R.K contractors, Inc

Business Randy Bowers

Mailing address: Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

Business location: 1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

RENEWAL
Original tax: $24.75
Penalty:
Collection cost:
Total: $24.75

City of Fort Pierce
2313-133-0001-000/3

Paid 07/03/2023 24.75

3928524909CC

0025-20230703-042789

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2023

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

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

PRODUCER
Assurance, a Marsh & McLennan Agency LLC company
20 N Martingale Road
Suite 100
Schaumburg IL 60173

CONTACT NAME: Rachel Uhlar
PHONE (A/C, No, Ext): (312) 625-5933 **FAX (A/C, No):** (847) 440-9126
E-MAIL ADDRESS: rachel.uhlar@marshmma.com

INSURER(S) AFFORDING COVERAGE — **NAIC #**
INSURER A: Prescient National Insurance C — 12773
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

COVERAGES **CERTIFICATE NUMBER:** 1978274221 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $
	OTHER						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC005000001123	7/15/2023	7/15/2024	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT $ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 1,000,000
							E.L. DISEASE - POLICY LIMIT $ 1,000,000

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

Coverage is extended to the co-employees of R.K. Contractors Inc.

CERTIFICATE HOLDER

CITY OF FT. PIERCE
100 NORTH US 1
FT. PIERCE FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Gina Foljak

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The ACORD name and logo are registered marks of ACORD

City of Fort Pierce, Florida
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: $25.00 Issued: August 16, 2023

Comp Card Expires: September 30, 2024
State License Expires: CUC056834 08/31/24
Worker's Comp Expires: WC003000001122 07/15/24
Liability Ins. Expires: 72698658 10/03/23

City of Fort Pierce, Florida
Certificate of Competency

UNDERGROUND UTIL & EXCAVATION CERT
Control #0049840 License # 24-00032768

R.K. CONTRACTORS, LLC
BOWERS, RANDY
1720 COPEN HAVER RD
FT PIERCE FL 34950

R.K. CONTRACTORS, LLC
1720 COPEN HAVER RD

FT PIERCE FL 34950

RK Contractors, Inc
1720 Copenhaver Road
Ft. Pierce, FL 34945
RKContractors20@gmail.com
CUC056834

RK Contractors has been doing business in the tri-county area for over the past 25 years. We specialize in all aspects of underground utility construction including commercial, residential, and municipal projects. We offer complete packages for new drainage systems, water service systems, sewer service systems, and fire line installations as well as emergency repairs of existing systems.

Trade References

Hooks Construction
2211 S Kanner Hwy
Stuart, FL 34994
Steve Hooks
772-419-8828 (Office)
steve@hooksconstruction.net

C Calvert Montgomery & Associates
959 SE Federal Highway
Stuart, FL 34994
Scott Montgomery
772-287-3636 (Office)
scott@ccmaengineers.com

Mathers Engineering Corporation
2431 SE Dixie Highway
Stuart, FL 34996
Bill Mathers
772-287-0525 (Office)

Pav-Co Construction
533 SE Central Parkway
Stuart, FL 34994
Bill Carpino
772-286-7385 (Office)
pavcocontracting@aol.com

Core & Main
7374 Commercial Circle
Ft. Pierce, FL 34951
Pat Zaccaro
772-466-5955 (Office)
Pat.Zaccaro@coreandmain.com

Gil Hyatt Construction
1082 NE 45th Street
Oakland Park, FL 33334
Jim Hennessey
203-510-5965 (Cell)
Jim.H@gilhyatt.com

Tommy Hawkins & Sons
909 Barrel Ave
Ft. Pierce, FL 34982
RJ Buchmeyer
772-464-7587 (Office)
rj@hawkinspaving.net

EDC Engineering
10250 SW Village Parkway
Port St. Lucie, FL 34987
Steve Orazzi
423-327-7191

Recently Completed Projects

Lakeside Storage
Okeechobee, FL
Lauren Jock Trucking
$575,000

Wawa #5307
Stuart, FL
Hooks Construction
$485,000

Wawa #5387
Ft. Pierce, FL
Hooks Construction
$230,000

Martin County Fire Station #14
Stuart, FL
The Morganti Group
$152,000

Indian River Spirits
Ft. Pierce, FL
Todd Thompson Inc
$170,000
Todd Thompson
772-473-9900

7/11 #41527
Ft. Pierce, FL
Gil Hyatt Construction
$95,000
Jim Hennesy
203-510-5965

Palm City Elementary
Palm City, FL
Tommy Hawkins & Sons Construction
$1,379,000

Tradition Lift Stations
Port Saint Lucie, FL
Guettler Brothers Construction
$15,000 per station piping x20 (ongoing installs)
Dave Morgan
772-216-2583

Paradise Park Drainage (City Of Ft. Pierce)
Ft. Pierce, FL
Lauren Jock Trucking
$700,000

Lift Station #40 (City Of Port St. Lucie)
Port St. Lucie, FL
Lauren Jock Trucking
$150,000

8th Street Improvements (City Of Fort Pierce/FPUA)
Ft. Pierce, FL
Pavco Contracting
$75,000
Bill Carpino
772-286-7385 (Office)

Chipotle/Ft. Pierce Commercial Development
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$690,000
RJ Buchmeyer
772-370-9144

ALDI Store #37
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$153,000
RJ Buchmeyer
772-370-9144

Wallace Automotive ROW Drainage Improvements
Stuart, FL
Wallace Enterprises
$236,415
Edward Flavin 954-494-7323

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WHEATON, DEVIN THOMAS

TREASURE COAST GENERAL CONTRACTORS, LLC.
1720 COPENHAVER RD
FORT PIERCE FL 34945

LICENSE NUMBER: CGC1526542

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWERS, RANDY LEE

R K CONTRACTORS INC
803 S INDIAN RIVER DR
FORT PIERCE FL 34950

LICENSE NUMBER: CUC056834

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Equipment Available For Kings Landing Project

2022 Case 621G Front End Loader

2021 Case 145D Tracked Excavator

2017 Case Mini Excavator

Various compactors, generators, etc

R.K. Contractors, Inc
1720 Copenhaver Road
Ft. Pierce, FL 34945
CUC056834

Contracts On Hand

Oleander Multi Family Development
Ft. Pierce, FL
$145,000
Est Date of Completion: 3/12/24

Perez Duplex Water Improvements
Stuart, FL
$25,000
Est Date of Completion: 2/25/24

Innovation Business Park Phase II
Tradition, FL
$50,000
Est Date of Completion: 3/1/24

Background & Experience Of Principal Officers

Randy Bowers-President
30 years experience in underground utility installations
State Of Florida Certified Underground Utility Contractor (CUC056834)
State Of Florida Certified Class V Fire Contractor

Devin Wheaton-Vice President
15 years experience in general contracting including new commercial builds and underground utility installations
State Of Florida Certified General Contractor (CGC1526542)
State Of Florida Certified Underground Utility Contractor



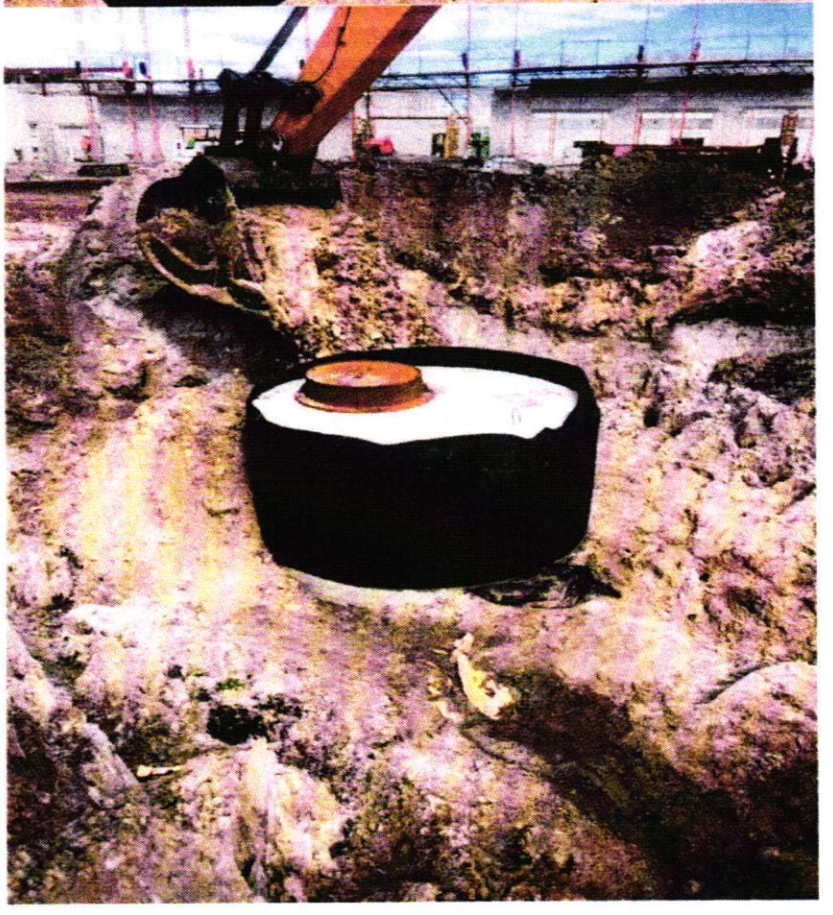


HOOKS

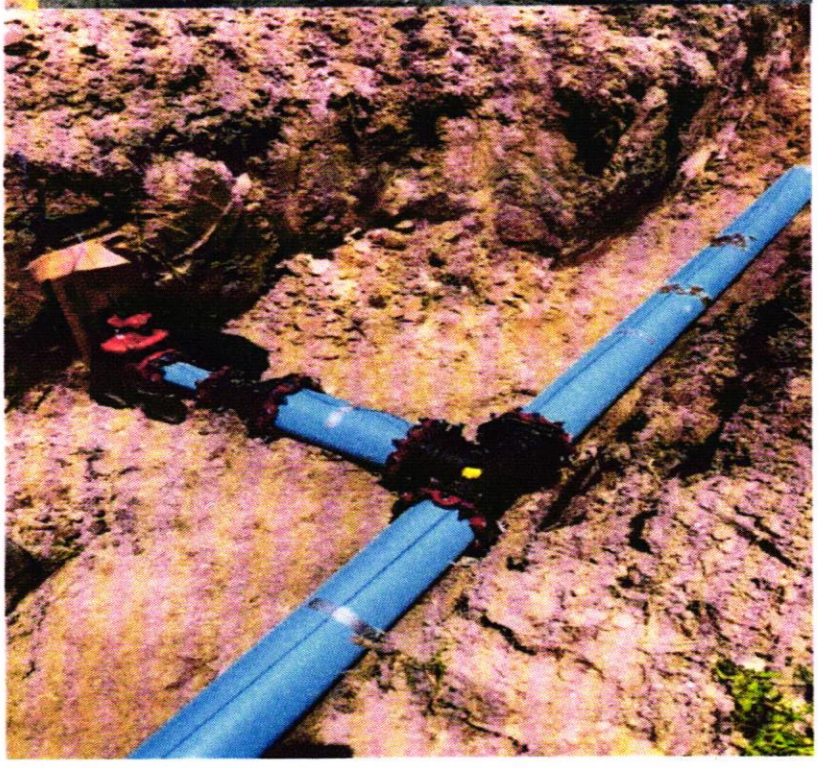
Wawa #5307 Martin County

6-22-21


CAUTION
CUIDADO
CAUTION








CASE

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Randy Bowers, being first duly sworn, deposes and says:

That he/she is President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

R.K. Contractors, Inc
(Firm Name)

By: Randy Bowers

Title: President

Subscribed and sworn to before me this 20th
day of Feb, 2021

Notary Public

My Commission expires: (Seal)
3/15/27

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2024-016 for Kings Landing Off-Site Water Main Upgrade – Avenue B and Indian River Drive .

2. This sworn statement is submitted by R.K. Contractors, Inc
(name of entity submitting sworn statement)
whose business address is 1720 Copenhaver Road., Ft. Pierce, FL 34945
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0433749
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Randy Bowers my relationship to the entity
(please print name of individual signing)
named above is President.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 2/20/24

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Randy Bowers who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 20 day of Feb, 2024

NOTARY PUBLIC SEAL:

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

My commission expires: 3/15/27

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 19th, 2024

Official Address
(Including Zip Code):

1720 Copenhaver Road

Ft. Pierce, FL 34945

By: Randy Bowers

President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Bid No. 2024-016

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Ten thousand dollars Dollars ____
(Written)

$10,000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: R.K. Contractors, Inc
(Company-Contractor)
By: _____
(President's Signature)
Randy Bowers
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St. Lucie County, Florida on the 20th day of Feb, 2024.

Notary Public: _____ (affix seal) My Commission Expires: 3/15/27

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION

EXHIBIT "D"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

R.K. Contractors, Inc does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

1/10/25
Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS GOLF COURSE EXPANSION PHASE I IMPROVEMENTS

BID NO. 2024-016

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
None noted			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2024-016

PROJECT TITLE: KINGS LANDING OFFSITE WATER MAIN UPGRADE AVENUE BE AND INDIAN RIVER DRIVE

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: R.K. Contractors, Inc

Corporate Title: _____

Address: 1720 Copenhaver Road

Ft. Pierce, FL 34945
(Zip Code)

By: Randy Bowers (Print name) President (Print title)

(Authorized Signature)

Telephone: ( ) 772-260-2488

Fax: ( ) _____

State License # CUC056834 **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License:

Unlimited _____(yes/no)

If "NO", Limited to what trade? Underground Utilities + Excavation

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY,
FLORIDA

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

Bid No. 2024-016

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
See attached reference sheet			

END OF SECTION

EXHIBIT "D"

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **KINGS LANDING OFFSITE WATER MAIN UPGRADE – AVENUE B & INDIAN RIVER DRIVE**

Bid No.: **2024-016**

Project Description: The project involves the proposed extension of Means Court between Avenue B and Moore's Creek. It includes associated improvements such as storm drainage, curb and gutter installation, sidewalks, signage, road striping, landscaping, driveway aprons, a water distribution system, and sanitary sewer upgrades to support a new residential subdivision.

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: R.K. Contractors, Inc

Authorized Signature: _____

Title: Vice President

Date: 1/10/25

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit E

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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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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 FORT PIERCE REDEVELOPMENT AGENCY (FPRA)

A dependent special district of the City of Fort Pierce, which will contribute financially to this project.

1.1.22 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.23 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.

1.1.24 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.25 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.

1.1.26 OWNER

The City of Fort Pierce: The Owner.

1.1.27 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.

1.1.28 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.

1.1.29 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer's or Project Manager's, as designated by the City Manager.

1.1.30 ENGINEERING INSPECTOR

The authorized representative of the City Engineer's or Project Manager's, as designated by the City Manager who is assigned to the site inspection or any part thereof.

1.1.31 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.

1.1.32 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.

1.1.33 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.

1.1.34 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.35 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's or Project Manager's, as designated by the City Manager 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 or Project Manager's, as designated by the City Manager's or Project Manager's, as designated by the City Manager, common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER'S OR PROJECT MANAGER'S, AS DESIGNATED BY THE CITY MANAGER

2.1 The City Engineer's or Project Manager's, as designated by the City Manager or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer's or Project Manager's, as designated by the City Manager or Project Manager, as designated by the City Manager will visit the site at intervals to check the quality or quantity of the Work. The City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager or designee may perform his functions under the Contract Documents.

2.3 The City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager to review the information as required.

4.12.2 Contractor shall also submit to City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager for review and approval of each such variation.

4.12.5 City Engineer's or Project Manager's, as designated by the City Manager will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's or Project Manager's, as designated by the City Manager'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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager on previous submittals.

4.12.6 City Engineer's or Project Manager's, as designated by the City Manager'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 or Project Manager's, as designated by the City Manager's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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 or Project Manager's, as designated by the City Manager'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's or Project Manager's, as designated by the City Manager.

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's or Project Manager's, as designated by the City Manager.

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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager timely notice of its readiness so the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager.

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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer's or Project Manager's, as designated by the City Manager may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, the City shall pay the retainage, less such amount as the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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 or Project Manager's, as designated by the City Manager'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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager cannot agree on a revised amount, the City Engineer's or Project Manager's, as designated by the City Manager will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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 or Project Manager's, as designated by the City Manager'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's or Project Manager's, as designated by the City Manager: (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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager.

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 OR PROJECT MANAGER'S, AS DESIGNATED BY THE CITY MANAGER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager. 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager or to

requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager has not specifically requested or required to observe prior to being covered, the
City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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 or Project Manager's, as designated by the City Manager'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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer's or Project Manager's, as designated by the City Manager sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer's or Project Manager's, as designated by the City Manager whatever assistance is required, laborers, clerks and records that will enable the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager;
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's or Project Manager's, as designated by the City Manager 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

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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’s or Project Manager’s, as designated by the City Manager 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’s or Project Manager’s, as designated by the City Manager 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’s or Project Manager’s, as designated by the City Manager 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’s or Project Manager’s, as designated by the City Manager 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 FORT PIERCE REDEVELOPMENT AGENCY (FPRA)

A dependent special district of the City of Fort Pierce, which will contribute financially to this project.

1.1.22 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.23 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.

1.1.24 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.25 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.

1.1.26 OWNER

The City of Fort Pierce: The Owner.

1.1.27 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.

1.1.28 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.

1.1.29 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer’s or Project Manager’s, as designated by the City Manager.

1.1.30 ENGINEERING INSPECTOR

The authorized representative of the City Engineer’s or Project Manager’s, as designated by the City Manager who is assigned to the site inspection or any part thereof.

1.1.31 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.

1.1.32 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.

1.1.33 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.

1.1.34 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.35 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’s or Project Manager’s, as designated by the City Manager 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 or Project Manager's, as designated by the City Manager's or Project Manager's, as designated by the City Manager, common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER'S OR PROJECT MANAGER'S, AS DESIGNATED BY THE CITY MANAGER

2.1 The City Engineer's or Project Manager's, as designated by the City Manager or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer's or Project Manager's, as designated by the City Manager or Project Manager, as designated by the City Manager will visit the site at intervals to check the quality or quantity of the Work. The City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager or designee may perform his functions under the Contract Documents.

2.3 The City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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’s or Project Manager’s, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager to review the information as required.

4.12.2 Contractor shall also submit to City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager for review and approval of each such variation.

4.12.5 City Engineer's or Project Manager's, as designated by the City Manager will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's or Project Manager's, as designated by the City Manager'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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager on previous submittals.

4.12.6 City Engineer's or Project Manager's, as designated by the City Manager'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 or Project Manager's, as designated by the City Manager's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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 or Project Manager's, as designated by the City Manager'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's or Project Manager's, as designated by the City Manager.

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's or Project Manager's, as designated by the City Manager.

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’s or Project Manager’s, as designated by the City Manager 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’s or Project Manager’s, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager timely notice of its readiness so the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager.

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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer's or Project Manager's, as designated by the City Manager may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, the City shall pay the retainage, less such amount as the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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 or Project Manager's, as designated by the City Manager'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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager cannot agree on a revised amount, the City Engineer's or Project Manager's, as designated by the City Manager will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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 or Project Manager's, as designated by the City Manager'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's or Project Manager's, as designated by the City Manager: (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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager.

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 OR PROJECT MANAGER’S, AS DESIGNATED BY THE CITY MANAGER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer’s or Project Manager’s, as designated by the City Manager 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’s or Project Manager’s, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager. 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager or to

requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager has not specifically requested or required to observe prior to being covered, the
City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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’s or Project Manager’s, as designated by the City Manager 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 or Project Manager’s, as designated by the City Manager'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’s or Project Manager’s, as designated by the City Manager, 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’s or Project Manager’s, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer's or Project Manager's, as designated by the City Manager sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer's or Project Manager's, as designated by the City Manager whatever assistance is required, laborers, clerks and records that will enable the City Engineer's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager, 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's or Project Manager's, as designated by the City Manager 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's or Project Manager's, as designated by the City Manager;

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's or Project Manager's, as designated by the City Manager or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26 - CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed

in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.

8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.
11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings supplied in digital format (AutoCAD).

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: GELENCIA CARTER, PURCHASING MANAGER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: UNIT PRICE CONSTRUCTION CONTRACT - KINGS LANDING OFFSITE WATER MAIN UPGRADE - AVE B & IRD

CAO RLS FILE: RLS 24-391

DATE: OCTOBER 3, 2024

I have reviewed the above Request for Legal Services related to a construction Agreement for work along Avenue B and Indian River Drive. I have made suggested changes to the Agreement and uploaded such to Agenda Quick in a Track Changes and Clean Copy format for your utilization. I was not able to open the Exhibits in Word format from Agenda Quick. Please make the following changes to the documents:

Exhibit E:

1. Add a definition in the proper alphabetical location as follows:

   1.1.21 FORT PIERCE REDEVELOPMENT AGENCY (FPRA)

   A dependent special district of the City of Fort Pierce, which will contribute financially to this project.

2. Renumber all definitions in Section 1 based on the above inserted definition.

3. In all locations where City Engineer is mentioned, please amend the Exhibit to read: Project Manager, as designated by the City Manager **EXCEPT** in Section 1.3.1, where the City Engineer is referenced, it should be changed to read "City Engineer's or Project Manager's, as designated by the City Manager."

With above changes to Exhibit E, the Clean Copy of the Agreement and Exhibits (as modified above) are approved as to form and correctness.

Please make sure the bid documents included in the final Agreement are those executed by the Contractor and that the Human Trafficking Affidavit is received prior to presentation to the City Commission. If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting **11. b.**

Meeting Date: 02/03/2025

Re: Approval of Lump Sum Constructuion Contract for General Contractor Services - Little Jim Bait & Tackle

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of a Lump Sum Construction Contract with Remnant Construction, LLC, Fort Pierce, FL, to provide general contractor services for floodproofing the non-residential structure known as Little Jim Bait & Tackle, for Bid No. 2024-004.

SUMMARY:

During the City Commission meeting on May 6, 2024, the Commission made a positive decision to award Bid No. 2024-004 to Remnant Construction, LLC. This project aims to enhance the resilience of the existing wood frame structure by floodproofing its exterior walls in line with FEMA requirements. Moreover, it will also encompass necessary improvements in electrical, plumbing, and other related areas as outlined in the construction plans. This initiative represents a significant step towards ensuring the safety and durability of our community infrastructure.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Paul Thomas, Building Official

COORDINATED WITH:

Finance Department
Purchasing Division
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024
Account:	0016000-563200
Amount:	266048.00

OTHER INFORMATION:

0016000-563200 Other Improvements - This item will be funded by the General Fund

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Attachments

Agreement - Executed by Vendor
City Attorney Memo (100424)

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/14/2025 02:20 PM
Finance Department	Johnna Morris	01/14/2025 04:02 PM
City Manager	Linda Cox	01/14/2025 04:42 PM
Form Started By: Gelencia Carter		Started On: 01/07/2025 03:09 PM
Final Approval Date: 01/14/2025		

LUMP SUM CONSTRUCTION

FOR

GENERAL CONTRACTOR SERVICES FLOODPROOFING A NON-RESIDENTIAL STRUCTURE

CITY OF FORT PIERCE BID NO. 2024-004

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.467.3848

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____ day of _____ , 2024 by and between **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **REMNANT CONSTRUCTION** a **LIMITED LIABILITY** corporation, with its principal address at **201 S. 2ND Street, Suite 100. Fort Pierce, FL, 34950**(hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services- Floodproofing A Non-Residential Structure. Bid No. 2024-004, Fort Pierce, Florida**, and

WHEREAS, the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner as detailed in their General Contractor Services, Bid No. 2024-004 Bid Submission, and

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

WHEREAS, the CITY's Representative and the Project Manager, as designated by the City Manager, 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 Agreement is for Work to be completed on the renovation to an existing wood frame structure located along the northeast waterfront of a 1.89 Ac parcel known as the Little Jim's Bait & Tackle located at 601 North Causeway Drive, Fort Pierce, FL 34949 (hereinafter the "Project"). The work associated with floodproofing the exterior walls of the existing wood frame building per FEMA requirements with electrical, plumbing, and other appurtenances associated with the building construction in accordance with the construction plans for the project site. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit "A" – Invitation to Bid
2. Exhibit "B" – Instructions to Bidders
3. Exhibit "C" – Bid Forms
4. Exhibit "D" – Technical Specifications
5. Exhibit "E" - General Conditions

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract Documents"). Any Change Orders, Construction

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

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

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

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this 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 Agreement (along with its Exhibits), together with the CONTRACTOR'S and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Agreement supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied, or reasonably inferred by the documents which make up this Agreement, or any one or more of them, shall be provided by the CONTRACTOR for the Contract 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 Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the

construction industry, according to its common and customary usage.

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

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

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

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up this Agreement, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency, or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this 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 Agreement including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire work described in this Contract and the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, 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 Agreement on the date set forth in the Notice to Proceed issued by the Project Manager, as designated by the City Manager, and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within 90 calendar days and Final Completion in 120 calendar days of permits being obtained hereinafter the "Contract Time").** By signing this Agreement, 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 9(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$250.00 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 Agreement. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Agreement such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use, or operate it in all respects, for

its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed "substantially complete," and such partial use or occupancy shall not be evidence of Substantial Completion.

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

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY and the Project Manager, as designated by the City Manager, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work hereunder, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, wars, civil commotions, epidemics, public health emergencies, government regulations, labor disputes, fire, unusual delay in transportation, severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR or any subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Agreement (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Agreement modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or Project Manager, as designated by the City Manager , 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, with a copy to the Project Manager, as designated by the City Manager, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this Agreement or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to, concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement. The direct costs described above shall be limited to those direct costs attributable solely to this Project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the CITY, with a copy to the Project Manager, as designated by the City Manager, 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 or the Project Manager, as designated by the City Manager, 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 the Scope of Work, identified as **Bid No. 2024-004, General Contractor Services – Floodproofing A Non-Residential Structure**, 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: **$266,048.00 Two Hundred Sixty-Six Thousand Forty – Eight Dollars and Zero Cents** (hereinafter the "Contract Amount").

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

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a Payment Request for the period ending the last calendar day of the previous month (hereafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the Project Manager, as designated by the City Manager.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the Contract Amount allocable to Agreement requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the CITY or Project Manager, as designated by the City Manager, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the Project Manager, as designated by the City Manager, with Payment Request. Risk of loss shall be borne by, and insurance must be provided by, the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance is to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR'S fee.

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

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

Thereafter, the Project Manager, as designated by the City Manager, 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 Agreement. The amount of each such payment shall be the amount approved for payment by the Project Manager, as designated by the City Manager, , less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Agreement, subject to approval by the CITY. 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 Project Manager, as designated by the City Manager, 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 Agreement.

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 Agreement; 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 Project Manager, as designated by the City Manager, Substantial Completion may be inexcusably delayed; or

(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or

(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or

(6) Loss caused by the CONTRACTOR; or

(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. As applicable under Florida law, the CITY's rights hereunder survive the term of this Agreement, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, will therein set forth the date of Substantial Completion for approval. After approval, the CITY will so notify the CONTRACTOR. If the Project Manager, as designated by the City Manager, , through his review, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s), which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

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

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the Project Manager, as designated by the City Manager, 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 or the Project Manager, as designated by the City Manager, thereof in writing. Thereupon, the Project Manager, as designated by the City Manager, will perform a final inspection of the Project. If the Project Manager, as designated by the City Manager, concurs that the Project is complete and in full accordance with this Agreement 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 Amount, less any amount withheld pursuant to this Agreement. If the Project Manager, as designated by the City Manager, 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(A) above.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the

final Request for Payment, with the exception of items in dispute or concerning which the Project Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

6(J) Notwithstanding any terms in this Article or elsewhere in this Contract, all payments shall be made in compliance with the Local Government Prompt Payment Act.

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 Agreement, 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 Project Manager, as designated by the City Manager, in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Agreement, 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 Agreement. The Project Manager, as designated by the City Manager, 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 Agreement, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the Agreement 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 Agreement.

7(B) The CONTRACTOR is responsible for obtaining all permits required. The CITY is responsible for payment of all permit fees. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager ,. This provision shall in no way limit the authority of the Finance Director as described herein or of the CITY'S City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the Project Manager's, as designated by the City Manager, instructions, provide a written, verified plan to eliminate or correct the cause of the Project Manager's, as designated by the City Manager, order, which plan appears to the Project Manager, as designated by the City Manager, to be reasonable, actually attainable, and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto, or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Agreement requirements which would render the CONTRACTOR's later Work not in compliance with the Agreement requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

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

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

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

NAME	FUNCTION
Chris Wesley	Project Manager
Richard Boucher	Superintendent

If at any time the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, shall so notify the CONTRACTOR, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the CITY and the Project Manager, as designated by the City Manager, the CONTRACTOR's schedule for completing the Work prior to submittal of the first application for payment. The Project Manager, as designated by the City Manager, will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the plans which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR'S schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the CITY and the Project Manager, as designated by the City Manager . 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 Agreement.

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

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Agreement. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such has been approved in writing by the Project Manager, as designated by the City Manager, 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 Agreement requirements. However, approval by the Project Manager, as designated by the City Manager, shall not be evidence that work installed pursuant thereto conforms with the requirements of this Agreement, and shall not relieve the CONTRACTOR of responsibility for deviations from the Agreement unless the Project Manager, as designated by the City Manager, 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 Agreement, or will do so, including field measurements, materials, and field construction criteria related thereto.

The Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager .

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

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

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

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of

the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Agreement. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to its employees, subcontractors' employees, employees of the CITY, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, and the CONTRACTOR. In the case of work stopped hereunder, Article 5 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

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

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its 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 5 hereof.

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

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation.

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

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

ARTICLE 13
CHANGE ORDERS

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

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 5 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for

subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the Project Manager, as designated by the City Manager, , 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 Agreement as thus amended, the Contract Amount, and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Change

Order of which the CONTRACTOR knew or should have known.

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

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

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

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

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

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

1. For the CONTRACTOR, for any work performed by the CONTRACTOR'S own forces, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

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

CONTRACTOR's Materials Cost
+ CONTRACTOR's Direct Labor Costs
+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)

+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing contained in this Article shall be deemed to contradict or limit the terms of Article 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 Agreement or in violation of an instruction from the Project Manager, as designated by the City Manager, , such work shall be uncovered and displayed for review by the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, , be uncovered and displayed for the Project Manager, as designated by the City Manager, and/or the CITY'S consultants. If the uncovered work conforms strictly to this Agreement, the costs incurred by the CONTRACTOR to uncover and subsequently replace such work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the Project Manager, as designated by the City Manager, as defective or failing to conform to this Agreement. 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 Project Manager, as designated by the City Manager;

14(E) Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to the specified

additional time to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY'S rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof, when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

15(B) In the event the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, orders any suspension of the Work under this Subarticle (C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

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

ARTICLE 16
TERMINATION BY THE CITY

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

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the

CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(l) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing, or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle 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 Agreement.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR'S performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle 16(A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to, and the CONTRACTOR shall be limited by, the CITY's right to direct the replacement of subcontractors under Article 12 (A).

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

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

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Final Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Agreement.

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

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

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

ARTICLE 17
INSURANCE

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

17(A)(1) Evidence of Insurance

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

With respect to the Workers' Compensation/Employer's Liability Insurance and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability, and Pollution Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement, CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

Workers' Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers, and employees scheduled thereon.

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

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

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

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

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

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

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

17(A)(4) Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section

II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

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

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers, and employees as additional insureds.

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

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

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

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

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents, and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents, and employees.

17(A)(7) Property/Builder's Risk Insurance

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

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

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

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Agreement or otherwise.

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

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

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract Amount. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05, Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

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

(1) Ratings by A.M. Best

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

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the U.S. Department of the Treasury Circular 570, Revised 2024, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2024. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2024, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the

Treasury Circular 570, Revised 2024, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further, the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

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

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

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal, or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by the CONTRACTOR in connection with this Agreement.

CONTRACTOR shall abide by all public records laws, and specifically:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

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 Agreement. The CONTRACTOR shall not assign this Agreement without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

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

22(B) Drug-Free Workplace

CONTRACTOR shall comply with 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 Agreement or otherwise shall be sent to the following:

CITY:
Paul Thomas, CBO,CFM
Director of Building
City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34954 -1480

Attention: **City Manager**
City Attorney

CONTRACTOR
Eric O'Brien
Director of Operations
REMNANT CONSTRUCTION, LLC
201 S 2nd Street, Ste 100
Fort Pierce, FL 34954-1480
772-577-5850

ARTICLE 23
ENTIRE AGREEMENT

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

ARTICLE 24
SEVERABILITY

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

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Agreement 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 Agreement 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 Agreement shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSETH:

MARK Bock
Print Name

MBock
Signature

Jennifer Knowles
Print Name

JKnowles
Signature

CONTRACTOR:
REMNANT CONSTRUCTION, LLC

By: Brandon Noble

Title: CEO

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

REVISED

BID RESPONSE FORM

Bid Item	GENERAL CONTACTOR SERVICES – FLOODPROOFING A NON-RESIDENTIAL STRUCTURE		
Bid Number	2024-004	Due Date & Time	3:00PM, THURSDAY, FEBRUARY 29, 2024

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below.

DESCRIPTION	LUMP SUM TOTAL
General Contractor Services to Floodproof the Little Jim Bait & Tackle, Non-Residential Structure	$ 266,048.00

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued?	100
Work is guaranteed for how many years?	1
Material are guaranteed for how many years?	Varies on Material

Vendor: Remnant Construction, LLC

Address: 201 S 2nd St., Ste 100

City, State, Zip Code: Fort Pierce, FL 34950

Email Address: eobrien@remnant-group.com

Typed Name & Title: Erin O'Brien - Director of Operations

Signature: _____ **Date:** 2/29/2024

Telephone No.: 954-667-4976 **Fax No.:** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check below for applicable minority indicator:

_____	**Asian Indian**	_____	**Small Business**
_____	**Asian Pacific**	_____	**Women Owned**
_____	**Black**	_____	**Small Disadvantage Business**
_____	**Hispanic**		
_____	**Native American**		

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 COPY **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, 772-467-3102	Bid No: 2024-004
Mandatory Pre- Bid Conference Date: 10:00 A.M., THURSDAY, FEBRUARY 15, 2024	**Bid Title: GENERAL CONTRACTOR SERVICES – FLOODPROOFING A NON-RESIDENTIAL STRUCTURE**
Mandatory Pre-Bid Location: Little Jim Bait & Tackle 601 North Causeway Fort Pierce, FL 34949	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00PM, THURSDAY, FEBRUARY 29, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Remnant Construction, LLC **Mailing Address:** 201 S 2nd St., Ste 100	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce, FL 34950	Typed or Printed Name: Erin O'Brien
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: Director of Operations
Incorporated in the State of: FL Year:	Delivery in 100 days, After Receipt Order
Phone Number: 772-577-5850	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 82-3438825
E-Mail Address: eobrien@remnant-group.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	

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?	✓	
Include proof of proper insurance as stated in bid documents.	✓	
Did you include a list of all materials and equipment to be used in providing the service?	✓	
Is Drug-Free Workplace form signed and enclosed?	✓	
Is Bid Response Form completed, signed and attached?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
W-9 Form completed, signed and attached?	✓	
Are one (1) complete reference form included?	✓	
Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)	✓	
Is each Bid Addendum (when issued) signed and included?	✓	
Bid envelope is marked accordingly.	✓	

PLEASE SIGN AND RETURN WITH BID _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/29/2024

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

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

PRODUCER	CONTACT NAME: Ann Marie Tyler
Brown & Brown Insurance Services, Inc. 817 Beachland Blvd. Vero Beach FL 32963	PHONE (A/C, No, Ext): (772) 231-2828 FAX (A/C, No): E-MAIL ADDRESS: AnnMarie.Tyler@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Landmark American Insurance Company	33138
INSURER B :	Republic-Vanguard Insurance Company	40479
INSURER C :	American Builders Insurance Company	11240
INSURER D :	Lloyd's Of London	
INSURER E :		
INSURER F :		

INSURED
Remnant Construction, LLC
201 S 2nd St., Ste 100
Ft Pierce FL 34950

COVERAGES **CERTIFICATE NUMBER:** 23-24 GL/HNOA/WC/XS/ **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			LHA114369	12/29/2023	12/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CNO6290115-04	12/29/2023	12/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			LHA106038	12/29/2023	12/29/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV-0296635-05	12/28/2023	12/28/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D	Professional Liability			ANE4348574.23	12/28/2023	12/28/2024	Each Claim Aggregate	$1,000,000 $1,000,000

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

Project: General Contractor Services - Floodproofing a Non-Residential Structure

CERTIFICATE HOLDER

City of Fort Pierce - Purchasing Division
100 N US Highway 1
Fort Pierce FL 34950

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

Certification # 993834

Expires 12/29/2024

CERC Certified Environmentally Responsible Contractor

Certified Contractor	**Remnant Construction**		
Insurance Carrier	Navigators Specialty Insurance Company		
Policy #	SF23ECPU01127NC	Policy Period	12/29/2023 - 12/29/2024

The potential risk of a pollution event is inherent in all construction work. Such an event can cause significant financial loss for project owners and other contractors at the site and can even impact the community and environment. Some contractors actively manage this risk, while others do not. Environmental Risk Professionals, LLC hereby certifies that the above referenced contractor has distributed protocols to avoid pollution incidents on job sites and has purchased a comprehensive pollution liability insurance policy to provide financial responsibility should an accident arise.

Training – The above referenced contractor has distributed "Pollution Prevention Practices" designed to mitigate common environmental risks associated with their contracting operations. Examples of these written protocols may include, but are not limited to, the following activities:

Chemical Storage
Solid and Hazardous Waste Management
General Housekeeping
Mold Identification and Abatement
Responding to Spills
Fugitive Dust Control
Stormwater Pollution Prevention
Personal Protective Equipment
Deterring Illicit Abandonment
Asbestos and Lead Based Paint

Insurance– Even when Pollution Prevention Practices are followed, accidents still happen. Property owners bear the ultimate responsibility for a pollution problem at their site, even if caused by a contractor working on their behalf. A contractor needs to purchase a true pollution liability policy in order to properly protect the entities for whom they perform operations. Environmental Risk Professionals, LLC has reviewed the above referenced pollution liability policy and hereby confirms that it provides the following important financial responsibility provisions:

1. A policy limit of at least $1,000,000
2. Coverage is primary and non-contributory, with the certificate holders included as Additional Insureds and carrier rights to subrogation waived in their favor
3. On-site and off-site remediation expense for pollution conditions arising from contracting operations
4. No mold exclusion on policy
5. A pollution event includes damage to natural resources
6. Coverage for transportation and disposal of pollutants
7. No limitation to sudden and accidental pollution release only

ENVIRONMENTAL RISK PROFESSIONALS

Signed Environmental Risk Professionals, LLC

This certificate was issued on 2/6/2024 and serves as a matter of information only. The Certificate is only valid through the current policy period with an active policy. This certificate confers no rights upon the certificate holder and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy listed above. This certificate does not constitute a contract between the issuing insurer and the certificate holder.

visit c-e-r-c.com to learn more

General Contractor Services - Floodproofing a Non-Residential Structure
Materials & Equipment

Subcontractor	***Material***	***Equipment***
SAK Entrerprises	Flood Barrier System for 3 windows and 2 doors.	Hammer & Drill
DCM Contracting	Lumber, Concrete	Jon Deere Excavator
High Tech Fabricators	Aluminum Railings	Welding Equipment
JT Roofing	TPO Roofing System	Extension Ladder
Lucas Waterproofing	Tremco 350	Paint Brushes
Tubito Painting	Sherwin Williams Loxon S1 and Loxon XP	Paint Brushes, Tape
Davidson Insulation	R-17 Closed Cell Spray Foam and R-19 Closed Cell Spray Foam	Spray cans
Elite Plumbing	PVC Pipe, Catch Basin, Sump Pump	Excavator, Shovels, Hammer, Drill
Elite Gas	500 Gallon Gas Tank, Domem Pigtails, line for connection	Excavator, Shovels, Hammer, Drill
Sharkey Air	Roof Stand, Ducts, Duct Board, Silver Tape	Drill, Extension Ladders, Lift or crane.
Complete Electric	Generator	Auger Truck

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Remnant Construction, LLC does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

2/29/2024

Date

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

REFERENCES
BID NO. 2024-004
General Contractor Services – Floodproofing A Non-Residential Structure

Bidder shall submit as a part of the bid package, three (3) Customer references with name of the customer, address, contact person, and telephone number.

Name	Matthew Weber
Contact:	
Address:	9461 Brandywine Lane
	Port St. Lucie, FL 34986
Telephone:	772-216-4342
Email:	Matthew.weber@stluciescools.org
Name	Sean Donahue
Contact:	
Address:	2555 SE Avenger Circle
	Stuart, FL 34996
Telephone:	772-462-7750
Email:	
Name	Robert Ciaramitaro
Contact:	
Address:	4001 S. Jenkins Road
	Fort Pierce, FL 34981
Telephone:	772-467-4500
Email:	robert.ciaramito@walmart.com

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
201 S. 2nd Street, Suite 100

Requester's name and address (optional)

6 City, state, and ZIP code
Ft. Pierce, FL 34950

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number: ___ - ___ - ____

or

Employer identification number: 82-3438825

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ May 10, 2023

General Instructions

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

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

Purpose of Form

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

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

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

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

February 23, 2024

CITY OF FORT PIERCE

BID NO. 2024-004

GENERAL CONTRACTOR SERVICES – FLOODPROOFING A NON-RESIDENTIAL STRUCTURE

ADDENDUM NO. 1

This addendum serves the purpose of addressing the questions asked by potential bidders, clarifying the insurance requirements, updating the bid response form, and including the bid bond form which was mistakenly left out of the original bid document.

Questions and Answers

1. Question: Is the new ADA Ramp going to be concrete or wood? Sheet A-2.0, section 1 is unclear for the material of the ramp.
   Answer: The slope of the existing ramp does not meet ADA; It is intended that the wood ramp would be re-constructed with the correct slope and re-framed with the existing deck boards or new wood deck boards, as required.

2. Question: The new ADA Ramp shows a steel powder coated railing, are we able to make that aluminum powder coated railing to reduce rotting?
   Answer: A powder coated aluminum railing would be acceptable; provide an acceptable aluminum thickness to limit bending.

3. Question: The Connex/storage unit – are we as the General Contractor removing that for the job to start or will the city be responsible for that?
   Answer: The existing storage unit will require relocating by the current proprietor prior to starting construction; coordinate the date and proposed location with the proprietor.

4. Question: The kitchen prep area are we as the General Contractor removing that for the job to start or will the city be responsible for that?
   Answer: Any existing kitchen equipment in its present location that interferes with the Project Scope of Work will require relocating by the current proprietor; coordinate the date and an acceptable proposed location with the proprietor.

5. Question: The exterior ice storage machine, are we was the General Contractor removing that for the job to start or will the city be responsible for that?
   Answer: Any existing business equipment in its present location that interferes with the Project Scope of Work will require relocation by the current proprietor; coordinate the date and an acceptable proposed location with the proprietor.

6. Question: There is an exterior former window that has plywood covering the opening. Could we flush out the opening for the new Hardee board to go there?

Also, if shelving or a bar is needed in that area, could we include that?

Answer: **The existing window recess on the north face of the building should be framed out and finished to match the adjacent construction finish. Coordinator the need for a shelf or bar with the current proprietor and the Architect.**

7. Question: Would the owner consider new wood piles instead of concrete piles for the existing room 109 (office/storage building)?

Answer: **This item was discussed with the City of Fort Pierce, and it was determined to proceed with the concrete piles as designed. The existing wood piles are to be removed prior to installation of the new concrete piles.**

8. Question: Is there a budget for the project?

Answer: **The budget for this project is not available at this time.**

9. Question: Are there any special inspection processes?

Answer: **No**

10. Question: Could you confirm the finished flooring of the new Office/Storage 109 is plywood?

Answer: **Marine grade plywood is intended only as a sub-floor material. The finish floor will be tiled and grout, specifications for the materials will be provided by the Building Department.**

11. Question: Is temporary cooling with HVAC system required for this project?

Answer: **Coordinate & provide temporary cooling for the areas presently conditioned by the rooftop unit to be temporarily removed as part of the Office/Storage construction.**

12. Question: Who pays the permitting fees?

Answer: **City of Fort Pierce General Fund**

13. Question: Could you please confirm whether the new Hardie board "sand-grooved" cement board siding is a lap siding or is it a sheet product?

Answer: **It is a sheet product. Refer to documentation by Hardie at www.jameshardie.com.**

14. Question: Where is the propane tank tying into? Also, what are the line sizes for the tank?

Answer: **The propane tank is designed to supply the emergency generator being installed as part of this project. The line sizes will be determined by the propane supplier and coordinated with the emergency generator model selected.**

Insurance Requirements
Please disregard the insurance requirements described on page 8, Section II. The insurance requirements for this project are stated on page 49, Article 17 of the Sample Agreement.

Revised Bid Response Form
Please include the attached Revised Bid Response Form in your submission.

Bonds
The Bid Bond (10% required) Form was inadvertently omitted in the original bid document, is included with this addendum, and should be included with your submission.

PDF Attachments
As per the table of contents of the bid document, there are six (6) PDF attachments that were not included on the City's and DemandStar websites and four others, not named in the table of contents. There are a total of ten (10) attachments that relate to the this project that have been included in this addendum.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Erin O'Brien
Typed or Printed

Company Name: Remnant Construction, LLC

Address: 201 S 2nd St., Ste 100
Fort Pierce, FL 34950

Date: 2/29/2024

/gc

Attachments: **Revised Bid Response Form**
Bid Bond Form
PDF Attachments

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA

Sealed Bids will be received by the City of Fort Pierce, Fort Pierce, Florida, in the office of the Purchasing Manager until **3:00 PM, Thursday, February 29, 2024** for:

The work associated with floodproofing the exterior walls of the existing wood frame , Little Jim's Bait & Tackle building per FEMA requirements with electrical, plumbing, and other appurtenances associated with the building construction in accordance with the construction plans for the following project site:

GENERAL CONTRACTOR SERVICES – FLOODPROFING A NON-RESIDENTIAL STRUCTURE

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

A **Mandatory Pre-Bid Conference** will be held at **10:00 A.M., Thursday, February 15, 2024, Little Jim Bait & Tackle, 601 North Causeway, Fort Pierce City Hall, Fort Pierce, FL 34949.** All interested bidders **MUST** attend this meeting in order for their bids to be considered. Anyone **arriving after 10:15 A.M.** will not be allowed to participate in the bid process.

The City of Fort Pierce encourages Minority Business Enterprise participation.

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

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SECTION 1 - DEFINED TERMS

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

SECTION 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

SECTION 3 - QUALIFICATIONS OF BIDDERS

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

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

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

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

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

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

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

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

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

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

SECTION 7 - CONTRACT TIME

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

SECTION 8 - LIQUIDATED DAMAGES

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

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

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

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

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the

secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

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

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

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

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

SECTION 12 - SUBMISSION OF BIDS

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

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

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

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 14 - OPENING OF BIDS

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

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

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that 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.

in the public interest and approved by the CITY.

END OF SECTION

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Bid Forms

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FRONT PAGE OF
PUBLIC PAYMENT BOND

Florida Statute 255.05

BOND NO. 0261392

CONTRACTOR: Remnant Construction, LLC
201 S 2nd Street, Ste 100,
Fort Pierce, FL 34950
772-577-5850

SURETY: Berkley Insurance Company
475 Steamboat Road,
Greenwich, CT 06830
203-542-3800

AGENT: Acrisure
220 Congress Park Dr., Ste 100
Delray Beach, FL 33445
561-454-8202

OBLIGEE: City of Fort Pierce
100 North US Hwy 1,
Fort Pierce, FL 34950
772-467-3000

PROJECT:	**2024-004 – General Contractor Services – Floodproofing a Non-Residential Structure**
LOCATION:	**Fort Pierce, FL**

Bond No. 0261392

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Remnant Construction, LLC
201 S 2nd Street, Suite 100
Fort Pierce, FL 34950

SURETY:
(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

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.

OWNER:
(Name, legal status and address)

City of Fort Pierce
100 North US Hwy 1
Fort Pierce, FL 34950

CONSTRUCTION CONTRACT
Date: June 10, 2024

Amount: $ 266,048.00 Two Hundred Sixty Six Thousand Forty Eight Dollars and 00/100

Description:
(Name and location)
2024-004 - General Contractor Services - Floodproofing a Non-Residential Structure

BOND
Date: July 11, 2024
(Not earlier than Construction Contract Date)

Amount: $ 266,048.00 Two Hundred Sixty Six Thousand Forty Eight Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Remnant Construction, LLC

Signature: _____
Name and Title: Brandon Noble CEO

SURETY
Company: *(Corporate Seal)*
Berkley Insurance Company

Signature: _____
Name and Title: Brett Rosenhaus, 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:
Acrisure
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

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:

(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	

Bond No. 0261392

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Remnant Construction, LLC
201 S 2nd Street, Suite 100
Fort Pierce, FL 34950

SURETY:
(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

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.

OWNER:
(Name, legal status and address)

City of Fort Pierce
100 North US Hwy 1
Fort Pierce, FL 34950

CONSTRUCTION CONTRACT
Date: June 10, 2024

Amount: $ 266,048.00 Two Hundred Sixty Six Thousand Forty Eight Dollars and 00/100

Description:
(Name and location)
2024-004 - General Contractor Services - Floodproofing a Non-Residential Structure

BOND
Date: July 11, 2024
(Not earlier than Construction Contract Date)

Amount: $ 266,048.00 Two Hundred Sixty Six Thousand Forty Eight Dollars and 00/100

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Remnant Construction, LLC

Signature: _____

Name and Title: Brandon Nobile CEO

SURETY
Company: *(Corporate Seal)*

Berkley Insurance Company

Signature: _____

Name and Title: Brett Rosenhaus
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Acrisure
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

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 to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

§ 13 Notice and Claims 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. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 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.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 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.

§ 18 Modifications to this bond are as follows:

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

(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	

No. BI-492f-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

SEAL

Attest:

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

SEAL

Given under my hand and seal of the Company, this 11th day of July, 2024.

_____
Vincent P. Forte

Hi Jennifer,

Can you please send me the cancellation paperwork from the City?

Thank you!

SBA CLIENTS: The SBA will be shut down from 1:00 PM EST on September 26th until 9:00 AM October 1st. Please make sure all bond request are submitted accordingly.

Kailee Rosenhaus
Sr. Account Manager

ACRISURE®

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
Email: kaileerosenhaus@acrisure.com
Direct: 561-454-8202
www.Acrisure.com/Southeast

In compliance with new federal regulations, if you wish to opt out of receiving e-mails from me concerning our products or services - please notify me by return e-mail. This email and any files transmitted with it may contain PRIVILEGED or CONFIDENTIAL information and may be read or used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing, or copying of this email or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments and notify the sender by reply email or contact the sender at the number listed.

From: Jennifer Knowles <jknowles@remnantconstruction.com>
Sent: Tuesday, September 24, 2024 10:53 AM
To: Kailee Rosenhaus <KaileeRosenhaus@acrisure.com>
Subject: RE: Invoice 13264

Kailee, please cancel the bond for the City of Fort Pierce Floodproofing project.

Thank you,

Jen Knowles

Remnant
CONSTRUCTION
201 S 2nd St., Ste. 100
Fort Pierce, FL 34950
(772) 577-5850 ext. 101
jknowles@remnantconstruction.com

From: Kailee Rosenhaus <KaileeRosenhaus@acrisure.com>
Sent: Thursday, September 19, 2024 2:21 PM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Remnant Construction, LLC
201 S 2nd Street, Suite 100
Fort Pierce, FL 34950

SURETY:
(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

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.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

General Contractor Services - Floodproofing a Non-Residential Structure, Bid No. 2024-004

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 29th day of February, 2024

Linda S. French
(Witness)

Remnant Construction, LLC
(Principal) *(Seal)*

By: M Fock
(Title)

Rita Lazarides
(Witness) Rita Lazarides

Berkley Insurance Company
(Surety) *(Seal)*

By: Brett Rosenhaus
(Title) Brett Rosenhaus Attorney-in-Fact

No. BI-492e-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of March, 2020.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 29th day of February, 2024.

_____
Vincent P. Forte

Remnant
CONSTRUCTION

February 29, 2024

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

RE: Bid No. 2024-004

To whom it may concern:

Please note we included a bid bond for Bid No. 2024-0004 "General Contractor Services – Floodproofing A Non-Residential Structure," per the bid requirements. It utilized our bonding company's bid bond form. Addendum #1 included the bid bond form that was to be utilized. However, we did not have enough time from issuance of Addendum #1 to utilize the bid bond form included in Addendum #1.

Thank you,

Erin O'Brien

Remnant Construction

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date:

To:

Bid Proposal:

Date of Bid Opening:

Approved by Commission:

Award Amount:

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between the City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements, in accordance with the requirements stated in Article 17 of the agreement.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return documents enclosed within fifteen (15) days after receipt to:

Mailing Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

Delivery Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

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

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: _____
Gelencia Carter, MPA, Purchasing Manager

Date: _____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

BY: _____

_____
(Title)

_____
(Date)

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE TO PROCEED

Date: _____

To: _____

Notice to Proceed on Project: **General Contractor Services – Floodproofing A Non-Residential Structure**

Bid No.: **2024-004**

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 _____, 2023, and to obtain Substantial completion within 180 calendar days and Final completion within 210 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: _____, **2023.**

OWNER:

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

BY:

_____
Paul Thomas
City Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____
Contractor Date

END OF SECTION

EXHIBIT "C"

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Floodproofing A Non-Residential Structure**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

Date:_____

By:_____
Signature & Title

END OF CHANGE ORDER

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____
Attorney

_____
Date

END OF SECTION

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ST. LUCIE

MARK ROCK, being first duly sworn, deposes and says:

That he/she is CHIEF FINANCIAL OFFICER
(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.

REMNANT CONSTRUCTION
(Firm Name)

By: [signature]

Title: CFO

Subscribed and sworn to before me this 29th

day of FEBRUARY 2024, ~~2023~~

Linda S. French
Notary Public

My Commission expires: (Seal)

July 16, 2025

Notary Public State of Florida
Linda S French
My Commission
HH 154780
Exp. 7/16/2025

END OF SECTION

EXHIBIT "C"

PUBLIC ENTITY AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2024-004 for _____
THE CITY OF FORT PIERCE PURCHASING DIVISION.

2. This sworn statement is submitted by REMNANT CONSTRUCTION, LLC
(name of entity submitting sworn statement)
whose business address is 201 S. 2ND STREET #100
FORT PIERCE, FL 34950 and
(if applicable) its Federal Employer Identification Number (FEIN) is 82-3438825
_____ (If the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____.)

3. My name is ERIN O'BRIEN my relationship to the entity
(please print name of individual signing)
named above is DIRECTOR OF OPERATIONS.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 2/29/24

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Erin O'Brien who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 29th day of February, ~~2023~~ 2024.

NOTARY PUBLIC SEAL: Linda S French

My commission expires: July 16, 2025

Notary Public State of Florida
Linda S French
My Commission
HH 154780
Exp. 7/16/2025

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

ertifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 29, 2024

Official Address
(Including Zip Code):
201 S 2nd St., Ste 100,
Fort Pierce, FL 34950

By: Erin O'Brien
Director of Operations
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Bid No. 2024-004

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:

Zero Dollars
(Written)

$0.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Remnant Construction, LLC
(Company Contractor)

By: Mark Bock
(President's Signature)

MARK BOCK
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida on the____ day of _____, 2024.

Notary Public:_____(affix seal) My Commission Expires:_____

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **GENERAL CONTRACTOR SERVICES – FLOODPROOFING A NON-RESIDENTIAL STRUCTURE**

Bid No.: **2024-004**

Project Description: General Contractor Services to provide all labor, materials and equipment to floodproof a non-residential structure.

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: Remnant Construction, LLC

Authorized Signature: _____

Title: Director of Operarions

Date: 2/29/2024

END OF SECTION

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

Vendor name: Remnant Construction, LLC

Authorized Representative's Name and Title: Brandon Nobile CEO

Address: 201 S 2nd St, suite 100

City: Fort Pierce State: FL Zip Code: 34950

Phone Number: 772-577-5850 Email Address: brandon@remnantconstruction.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: _____ Brandon Nobile CEO 12-6-24

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St. Lucie

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

this 6th day of December, 20 24 by Brandon Natale, who is

☑ personally known or

☐ produced identification (ID produced: _____).

Notary Public Signature: JKnowles (Seal)

Print Name: Jennifer Knowles My Commission Expire 1/13/29

JENNIFER KNOWLES
Notary Public
State of Florida
Comm# HH593923
Expires 1/13/2029

CONTRACTOR TO REFER TO THE TECHNICAL SPECIFICATIONS CONTAINED IN THIS EXHIBIT AS WELL AS THE BUILDING CONSTRUCTION PLANS

SECTION 010000 - GENERAL REQUIREMENTS

PART 1 - GENERAL (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Future work not part of this Project.
4. Contractor's use of site and premises.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and Drawing conventions.
8. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

2. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

C. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

A. Project Identification: Little Jim’s Bait & Tackle FEMA Flood Mitigation

1. Project Location: 106 North Causeway Drive, Fort Pierce, FL

B. Owner: City of Fort Pierce, 100 North U.S. Highway 1, Fort Pierce, FL 34950

1. Owner's Representative: Nick Mimms, City Manager

C. Architect: Don Bergman Architecture LLC, 4362 Gator Trace Lane, Ft. Pierce, FL 34982

1. Architect's Representative: Don Bergman, AIA CA

D. Contractor: To be determined

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. The existing wood frame Little Jim’s Bait & Tackle building is located along the northeast waterfront of a 1.89 Ac parcel owned by the City of Fort Pierce and includes an interior retail business, a small Office, and Kitchen Prep for the on-site mobile food businesses. The Project includes the removal and replacement of portions of the existing wood frame structure per the FEMA requirements for protecting and mitigating an existing structure in a FEMA flood zone, installation of a propane emergency generator & support structure, installation of a new rooftop mounted HVAC unit and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits on Use of Site: Confine construction operations to areas immediately adjacent to the existing wood frame building.

2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

Schedule deliveries to minimize use of driveways and entrances by construction operations

a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

E. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

F. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to between 8;00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction. Coordinate with the local building tenant.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:

1. Notify Owner & tenant not less than two days in advance of proposed utility interruptions.

D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D, Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

1.1 RELATED DOCUMENTS

G. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

H. Section includes administrative and procedural requirements for substitutions.

I. Related Requirements:

1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

J. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

3. Substitution Request Form: Use form acceptable to Architect.
4. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

5. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

K. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

3.2 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

3.3 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 4 - PRODUCTS (Not Used)

PART 5 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710,

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Document 004373 "Proposed Schedule of Values Form" for requirements for furnishing proposed schedule of values with bid.
2. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Owner's name.
    c. Owner's Project number.
    d. Name of Architect.
    e. Architect's Project number.
    f. Contractor's name and address.
    g. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:

    a. Related Specification Section or division.
    b. Description of the Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
        1) Labor.
        2) Materials.
        3) Equipment.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site.

6. Purchase Contracts: Provide a separate line item in the schedule of values for each Purchase contract. Show line-item value of Purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
7. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
8. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
9. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.

B. Payment Application Times: Submit Application for Payment to Architect by the 7TH day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

1. Other Application for Payment forms proposed by the Contractor may be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
5. Products list (preliminary if not final).
6. Schedule of unit prices.
7. Submittal schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of building permits.
11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
12. Initial progress report.
13. Report of preconstruction conference.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Certification of completion of final punch list items.
3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Updated final statement, accounting for final changes to the Contract Sum.
5. AIA Document G706.
6. AIA Document G706A.
7. AIA Document G707.
8. Evidence that claims have been settled.
9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
10. Final liquidated damages settlement statement.
11. Proof that taxes, fees, and similar obligations are paid.
12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
4. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
5. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
6. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled date of fabrication.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.

10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
5. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 transmittal form.

E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.

    a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
2. Paper: Prepare submittals in paper form and deliver to Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams that show factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches

a. Three opaque (bond) copies of each submittal. Architect will retain two copies;
remainder will be returned.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
4. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.

6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.8 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required**,** and return.

1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, as follows:

a. Reviewed; Approved as Corrected; Revise & Resubmit; Rejected

2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action**,** as follows:

a. Reviewed; Approved as Corrected; Revise & Resubmit; Rejected

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Architect will discard submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 013516 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes special procedures for alteration work.

1.3 DEFINITIONS

A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.

B. Consolidate: To strengthen loose or deteriorated materials in place.

C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.

D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.

F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.

K. Retain: To keep existing items that are not to be removed or dismantled.

L. Strip: To remove existing finish down to base material unless otherwise indicated.

1.4 COORDINATION

A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.

1. Schedule construction operations in sequence required to obtain best Work results.
2. Coordinate sequence of alteration work activities to accommodate the following:

    a. Owner's continuing occupancy of portions of existing building.
    b. Owner's partial occupancy of completed Work.
    c. Other known work in progress.
    d. Tests and inspections.

3. Detail sequence of alteration work, with start and end dates.
4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
5. Use of elevator and stairs.
6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.

1.5 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during the Work, regardless of whether they were previously documented, remain Owner's property.

1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner at Project site.

1.6 INFORMATIONAL SUBMITTALS

A. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration work operations.

B. Fire-Prevention Plan: Submit 30 days before work begins.

1.7 QUALITY ASSURANCE

A. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.

B. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire- control devices during each phase or process. Coordinate plan with Owner's fire- protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.

C. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

1.8 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

1.9 FIELD CONDITIONS

A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction photographs.

1. Comply with requirements specified in Section 013233 "Photographic Documentation."

B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.

1. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
2. Erect temporary barriers to form and maintain fire-egress routes.
3. Contain dust and debris generated by alteration work and prevent it from reaching the public or adjacent surfaces.
4. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
5. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated.
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:

1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
2. As far as practicable, restrict heat-generating equipment to outside the building.

3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
5. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:

    a. Train each fire watch in the proper operation of fire-control equipment and alarms.
    b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
    c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
    d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
    e. Maintain fire-watch personnel at Project site until 60 minutes after conclusion of daily work.

C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

D. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.

E. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.

F. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.

G. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.

H. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.3 GENERAL ALTERATION WORK

A. Have specialty work performed only by qualified specialists.

B. Ensure that supervisory personnel are present when work begins and during its progress.

C. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.

D. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.

C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as concrete installation and plastering, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste-handling procedures.
5. Other dust-control measures.

G. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:

1. Methods used to meet the goals and requirements of the Owner.
2. Concrete cutting method(s) to be used.
3. Location of construction devices on the site.
4. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the Owner.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails.

B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide concrete bases for supporting posts.

C. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.

E. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches.

2.2 TEMPORARY FACILITIES

A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.

a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

A. Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner. Comply with the following:

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.

B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

C. Storage and Staging: Use designated areas of Project site for storage and staging needs.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

1. Construct dustproof partitions with gypsum wallboard, with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.

J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 MOISTURE AND MOLD CONTROL

A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.

B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard and replace stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.

3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

B. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor.
2. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
2. Section 012300 "Alternates" for products selected under an alternate.
3. Section 012500 "Substitution Procedures" for requests for substitutions.
4. Section 014200 "References" for applicable industry standards for products specified.
5. Section 01770 "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:

1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.

E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."

F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Resolution of Compatibility Disputes between Multiple Contractors:

a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.

b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

a. Name of product and manufacturer.
b. Model and serial number.
c. Capacity.
d. Speed.
e. Ratings.

3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.5 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
2. Store products to allow for inspection and measurement of quantity or counting of units.
3. Store materials in a manner that will not endanger Project structure.
4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

    a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

    a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."

2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

    a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."

3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."

4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.

   a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
   b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.

5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

   a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."

6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.

   a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
   b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.

7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

   a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."

1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 INFORMATIONAL SUBMITTALS

A. Certified Surveys: Submit two copies signed by land surveyor.

1.5 CLOSEOUT SUBMITTALS

A. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.6 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

    a. Primary operational systems and equipment.
    b. Plumbing piping systems.
    c. Mechanical systems piping and ducts.
    d. Control systems.
    e. Communication systems.
    f. Electrical wiring systems.

2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

    a. Water, moisture, or vapor barriers.
    b. Membranes and flashings.
    c. Equipment supports.
    d. Piping, ductwork, vessels, and equipment.

3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

B. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.

B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb, and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and in unoccupied spaces, unless otherwise indicated on Drawings.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

J. Repair or remove and replace damaged, defective, or nonconforming Work.

1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.6 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Disposing of nonhazardous demolition and construction waste.

B. Related Requirements:

1. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.

C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 30 days of date established for the Notice to Proceed.

1.6 INFORMATIONAL SUBMITTALS

A. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

B. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

C. Refrigerant Recovery: Comply with requirements in Section 024119 "Selective Demolition" for refrigerant recovery submittals.

1.7 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Comply with requirements in Section 024119 "Selective Demolition."

B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

1.8 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Use Form CWM-1 for construction waste

and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total nonhazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Demolition Waste:

    a. Wood studs
    b. Wood joists.
    c. Plywood and oriented strand board.
    d. Wood trim.
    e. Rough hardware.
    f. Roofing.
    g. Insulation.
    h. Doors and frames.
    i. Door hardware.
    j. Mechanical equipment.
    k. Refrigerants.
    l. Electrical conduit.
    m. Copper wiring.
    n. Lighting fixtures.
    o. Ballasts.
    p. Electrical devices.
    q. Switchgear and panelboards.

2. Construction Waste:

    a. Lumber
    b. Wood sheet materials.
    c. Wood trim.
    d. Roofing.
    e. Insulation.
    f. Gypsum board.
    g. Piping.
    h. Electrical conduit.
    i. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, recycle 100 percent of the following uncontaminated packaging materials:

        1) Paper.

2) Cardboard.
3) Boxes.
4) Plastic sheet and film.
5) Polystyrene packaging.
6) Wood crates.
7) Wood pallets.
8) Plastic pails.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."

B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be recycled.
2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL A.

General: Recycle paper and beverage containers used by on-site workers.

B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

3.3 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
2. Section 013233 "Photographic Documentation" for submitting Final Completion construction photographic documentation.
3. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
4. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
5. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.

7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Participate with Owner in conducting inspection and walkthrough.
7. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

5. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first, proceeding to interior spaces listed by room or space number.
2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect
    d. Name of Contractor.
    e. Page number.

4. Submit list of incomplete items in the following format:

    a. MS Excel Electronic File: Architect will return annotated file.
    b. PDF Electronic File: Architect will return annotated file.
    c. Three Paper Copies: Architect**,** will return two copies.

1.10 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Architect.

E. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
b. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision- obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
h. Remove labels that are not permanent.
i. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
n. Clean strainers.
o. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Emergency manuals.
3. Systems and equipment operation manuals.
4. Systems and equipment maintenance manuals.
5. Product maintenance manuals.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Section 019113 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
2. Submit three paper copies. Architect will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect[will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents**,** and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:

1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.8 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.

4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

    a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.

1.11 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.
2. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.
2) Submit PDF electronic files of scanned record prints and one set of file prints.
3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit three paper-copy sets of marked-up record prints.
2) Submit PDF electronic files of scanned Record Prints and three sets of file prints.
3) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files and paper copies of Project's Specifications, including addenda and Contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories and number paper copies of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories and two paper copies of each submittal.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
2. Format: [**DWG**] [**DXF**] [**DGN**], Version <**Insert designation**>, [**Microsoft Windows**] [**Apple Macintosh**] operating system.
3. Format: Annotated PDF electronic file[**with comment function enabled**].
4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
5. Refer instances of uncertainty to Architect[**through Construction Manager**] for resolution.
6. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

    a. See Section 013100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
    b. Architect will provide data file layer information. Record markups in separate layers.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file[**with comment function enabled**].
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect.
    e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders**,** Record Product Data**,** and Record Drawings where applicable.

B. Format: Submit record specifications as paper copy or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

1.6 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders**,** Record Specifications**,** and Record Drawings where applicable.

C. Format: Submit Record Product Data as paper copy or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file or paper copy of marked-up miscellaneous record submittals.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Instruction in operation and maintenance of systems, subsystems, and equipment.
2. Demonstration and training video recordings.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For instructor and videographer.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of Project.
b. Name and address of videographer.
c. Name of Architect.
d. Name of Contractor.
e. Date of video recording.

2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper and PDF file format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.7 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Systems and equipment operation manuals.
    c. Systems and equipment maintenance manuals.
    d. Product maintenance manuals.
    e. Project Record Documents.
    f. Identification systems.
    g. Warranties and bonds.
    h. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Shutdown instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.

f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

a. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning.
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

1.8 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

1.9 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner**,** through Architect, with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of demonstration performance-based test.

F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.10 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full HD mode with vibration reduction technology.

1. Submit video recordings on CD-ROM or thumb drive.

2. File Hierarchy: Organize folder structure and file locations according to Project Manual table of contents. Provide complete screen-based menu.
3. File Names: Utilize file names based on name of equipment generally described in video segment, as identified in Project specifications.
4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the equipment demonstration and training recording that describes the following for each Contractor involved on the Project, arranged according to Project Manual table of contents:

    a. Name of Contractor/Installer.
    b. Business address.
    c. Business phone number.
    d. Point of contact.
    e. Email address.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

1. Film training session(s) in segments not to exceed 15 minutes.

    a. Produce segments to present a single significant piece of equipment per segment.
    b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

1. Furnish additional portable lighting as required.

E. Narration: Describe scenes on video recording by audio narration by microphone or dubbing audio narration off-site after video recording is recorded. Include description of items being viewed.

F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017900

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Engineering Survey: Submit engineering survey of condition of building.

C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property**,** for environmental protection, and for dust control. Indicate proposed locations and construction of barriers.

D. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.9 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

1. Before selective demolition, Owner will remove the following items:

a. <**Insert items to be removed by Owner**>.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.10 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Comply with requirements specified in Section 013233 "Photographic Documentation."
2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.4 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

8. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Section <**Insert Section number and title**> for new roofing requirements.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Form-facing material for cast-in-place concrete.
2. Shoring, bracing, and anchoring.

1.3 DEFINITIONS

A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.

B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Forms for cylindrical columns
2. Form ties.

B. Shop Drawings: Prepared by, and signed and sealed by, a qualified professional engineer responsible for their preparation, detailing fabrication, assembly, and support of forms.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing and inspection agency.

B. Research Reports: For insulating concrete forms indicating compliance with International Code Council Acceptance Criteria AC353.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Testing and Inspection Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

a. For architectural concrete specified in Section 033300 "Architectural Concrete," limit deflection of form-facing material, studs, and walers to 0.0025 times their respective clear spans (L/400).

B. Design, engineer, erect, shore, brace, and maintain insulating concrete forms in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

1. Design cross ties to transfer the effects of the following loads to the cast-in-place concrete core:

a. Wind Loads: As indicated on Drawings.

1) Horizontal Deflection Limit: Not more than 1/360 of the wall height.

2.2 FORM-FACING MATERIALS

A. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces not exceeding specified formwork surface class.

1. Provide forms with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

A. Comply with ACI 301.

B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.

C. Limit concrete surface irregularities as follows:

1. Surface Finish-2.0: ACI 117 Class B, 1/4 inch

D. Chamfer exterior corners and edges of permanently exposed concrete.

E. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

3.2 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
3. Clean embedded items immediately prior to concrete placement.

3.3 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

C. Inspections:

1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

SECTION 032000 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.
2. Zinc repair material.
3. Bar supports.

B. Shop Drawings: Comply with ACI SP-066:

1. Include placing drawings that detail fabrication, bending, and placement.
2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Statements: For testing and inspection agency.

B. Material Test Reports: For the following, from a qualified testing agency:

1. Steel Reinforcement:

C. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage and to avoid damaging coatings on steel reinforcement.

1. Store reinforcement to avoid contact with earth.
2. Do not allow dual-coated reinforcement to be stored outdoors for more than 60 days without being stored under an opaque covering.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Galvanized Reinforcing Bars:

1. Steel Bars: ASTM A615, Grade 60 deformed bars.
2. Zinc Coating: ASTM A767, zinc coated after fabrication and bending.

B. Galvanized-Steel Welded-Wire Reinforcement: ASTM A1064, plain, fabricated from galvanized-steel wire into flat sheets.

2.2 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.

1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

a. For zinc-costed reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.

B. Steel Tie Wire: ASTM A1064, annealed steel, not less than 0.0508 inch in diameter.

1. Finish: Galvanized

C. Zinc Repair Material: ASTM A780.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions:

1. Do not cut or puncture vapor retarder.
2. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

B. Accurately position, support, and secure reinforcement against displacement.

1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
2. Do not tack weld crossing reinforcing bars.

C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.

D. Provide concrete coverage in accordance with ACI 318.

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair material in accordance with ASTM A780.

3.3 INSTALLATION TOLERANCES

A. Comply with ACI 117

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

B. Inspections:
1. Steel-reinforcement placement.

END OF SECTION 032000

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, and waterstops.
2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement
7. Aggregates.
8. Admixtures:

a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates,

temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.

9. Vapor retarders.
10. Curing materials.
11. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Calculated equilibrium unit weight, for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
10. Include manufacturer's certification that permeability-reducing admixture is compatible with mix design.
11. Include certification that dosage rate for permeability-reducing admixture matches dosage rate used in performance compliance test.
12. Intended placement method.
13. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:

1. Concrete Class designation.
2. Location within Project.
3. Exposure Class designation.
4. Formed Surface Finish designation and final finish.
5. Curing process.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
2. Ready-mixed concrete manufacturer.
3. Testing agency: Include copies of applicable ACI certificates.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
4. Vapor retarders.
5. Repair materials.

C. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement.
7. Aggregates.
8. Admixtures:

a. Permeability-Reducing Admixture: Include independent test reports, indicating compliance with specified requirements, including dosage rate used in test.

D. Research Reports:

1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.

E. Preconstruction Test Reports: For each mix design.

F. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician with experience installing and finishing concrete, incorporating permeability-reducing admixtures.

1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94 requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.

1. Personnel performing laboratory tests shall be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

D. Field Quality Control Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1. Personnel conducting field tests shall be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with ACI CPP 610.1 or an equivalent certification program.

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.

1. Include the following information in each test report:

a. Admixture dosage rates.
b. Slump.
c. Air content.
d. Seven-day compressive strength.
e. 28-day compressive strength.
f. Permeability.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94 and ACI 301.

1.9 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials.
4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

1.10 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement sheet vapor retarder/termite barrier material and accessories for sheet vapor retarder/ termite barrier and accessories that do not comply with requirements or that fail to resist penetration by termites within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.
4. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Performance-Based Hydraulic Cement: ASTM C1157, Type HS, high sulfate resistance.

C. Normal-Weight Aggregates: ASTM C33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:

a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. for moderately reactive aggregate or 3 lb./cu. yd. for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301.

2. Maximum Coarse-Aggregate Size: 1 inch nominal.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Air-Entraining Admixture: ASTM C260.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.

1. Water-Reducing Admixture: ASTM C494, Type A.
2. Retarding Admixture: ASTM C494, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017, Type II

7. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

8. Permeability-Reducing Admixture: ASTM C494, Type S, hydrophilic, permeability-reducing crystalline admixture, capable of reducing water absorption of concrete exposed to hydrostatic pressure (PRAH).

2.3 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Water: Potable or complying with ASTM C1602.

C. Clear, Waterborne, Membrane-Forming, Dissipating Curing Compound: ASTM C309, Type 1, Class B.

2.4 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Slag Cement: 50 percent by mass.

3. Silica Fume: 10 percent by mass.
4. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.
5. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, and concrete with a w/cm below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
5. Use permeability-reducing admixture in concrete mixtures where indicated.

2.5 CONCRETE MIXTURES

A. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.

1. Exposure Class: ACI 318 W1
2. Minimum Compressive Strength: 4000 psi at 28 days.
3. Maximum w/cm: 0.40.
4. Slump Limit: 5 inches, plus or minus 1 inch before adding high-range water-reducing admixture or plasticizing admixture at Project site.
5. Air Content:

    a. Exposure Class F2: 6 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size

6. Limit water-soluble, chloride-ion content in hardened concrete to 0.00 percent by weight of cement.

2.6 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94 and ASTM C1116 and furnish batch ticket information.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.3 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. Deposit concrete to avoid segregation.
2. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures.
3. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.

a. Do not use vibrators to transport concrete inside forms.
b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

3.5 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.

a. Patch voids larger than 1-1/2 inches wide or 1/2 inch deep.
b. Remove projections larger than 1 inch.
c. Surface Tolerance: ACI 117 Class D.
d. Apply to exposed concrete surfaces.

B. Related Unformed Surfaces:

1. At tops of piers, and after insertion of anchorage devices, provide tapered surface extending to outside form edge with a slope as required to prevent the accumulation of standing water on top of the concrete pier..

3.6 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.7 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. If forms remain during curing period, moist cure after loosening forms.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:

1. Begin curing immediately after finishing concrete.

1) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

a) Water.
b) Continuous water-fog spray.

3.8 TOLERANCES

A. Conform to ACI 117.

3.9 CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Architect.
2. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

1. Fill in holes and openings left in concrete structures after Work of other trades is cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.

    a. Limit cut depth to 3/4 inch.
    b. Make edges of cuts perpendicular to concrete surface.
    c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
    d. Fill and compact with patching mortar before bonding agent has dried.
    e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement, so that, when dry, patching mortar matches surrounding color.

    a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
    b. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Architect.

3.10 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31.
2. Testing agency shall immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
3. Testing agency shall report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

    a. Test reports shall include reporting requirements of ASTM C31, ASTM C39, and ACI 301, including the following as applicable to each test and inspection:

        1) Project name.
        2) Name of testing agency.

3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
4) Name of concrete manufacturer.
5) Date and time of inspection, sampling, and field testing.
6) Date and time of concrete placement.
7) Location in Work of concrete represented by samples.
8) Date and time sample was obtained.
9) Truck and batch ticket numbers.
10) Design compressive strength at 28 days.
11) Concrete mixture designation, proportions, and materials.
12) Field test results.
13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
14) Type of fracture and compressive break strengths at seven days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.
6. Batch Plant Inspections: On a random basis, as determined by Architect.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172 shall be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

   a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143:

   a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
   b. Perform additional tests when concrete consistency appears to change.

3. Slump Flow: ASTM C1611:

   a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
   b. Perform additional tests when concrete consistency appears to change.

4. Air Content: ASTM C231 pressure method, for normal-weight concrete;

   a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

5. Concrete Temperature: ASTM C1064:

   a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.

6. Unit Weight: ASTM C567 fresh unit weight of structural lightweight concrete.

   a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

7. Compression Test Specimens: ASTM C31:

   a. Cast and laboratory cure two sets of four 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
   b. Cast, initial cure, and field cure two sets of four standard cylinder specimens for each composite sample.

8. Compressive-Strength Tests: ASTM C39.

   a. Test one set of four laboratory-cured specimens at seven days and one set of two specimens at 28 days.
   b. Test one set of four field-cured specimens at seven days and one set of two specimens at 28 days.
   c. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

12. Additional Tests:

    a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
    b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42 or by other methods as directed by Architect.

        1) Acceptance criteria for concrete strength shall be in accordance with ACI 301, section 1.6.6.3.

13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

3.11 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Prohibit use of acids or acidic detergents over concrete surfaces.

END OF SECTION 033000

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Framing with engineered wood products.
3. Rooftop equipment bases and support curbs.
4. Wood blocking[**, cants,**] and nailers.
5. Wood furring[**and grounds**].
6. Wood sleepers.
7. Plywood backing panels.

B. Related Requirements:

1. Section 061063 "Exterior Rough Carpentry."
2. Section 061600 "Sheathing" for sheathing, subflooring, and underlayment.
3. Section 061753 "Shop-Fabricated Wood Trusses" for wood trusses made from dimension lumber.
4. Section 313116 "Termite Control" for site application of borate treatment to wood framing.

1.3 DEFINITIONS

A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.

B. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.

C. Exposed Framing: Framing not concealed by other construction.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

B. Fastener Patterns: Full-size templates for fasteners in exposed framing.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Engineered wood products.
3. Power-driven fasteners.
4. Post-installed anchors.
5. Metal framing anchors.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, [**mark grade stamp on end or back of each piece**] [**or**] [**omit grade stamp and provide certificates of grade compliance issued by grading agency**].
3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent 2-inch nominal thickness or less; 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.

1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
2. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat [**all rough carpentry unless otherwise indicated.**] [**items indicated on Drawings, and the following:**]

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, [**furring,**] [**stripping,**] and similar concealed members in contact with masonry or concrete.
3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions: [**Construction or No. 2**] [**Construction, Stud, or No. 3**] [**Standard, Stud, or No. 3**] grade.

1. Application: [**All interior partitions**] [**Interior partitions not indicated as load bearing**].
2. Species:

    a. Hem-fir (north); NLGA.
    b. Southern pine or mixed southern pine; SPIB.
    c. Spruce-pine-fir; NLGA.
    d. Hem-fir; WCLIB, or WWPA.
    e. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
    f. Northern species; NLGA.
    g. Eastern softwoods; NeLMA.
    h. Western woods; WCLIB or WWPA.

B. Load-Bearing Partitions: [**No. 2**] [**Construction or No. 2**] [**Construction, Stud, or No. 3**] grade.

1. Application: [**Exterior walls**] [**and**] [**interior load-bearing partitions**].
2. Species:

    a. Hem-fir (north); NLGA.
    b. Southern pine; SPIB.
    c. Douglas fir-larch; WCLIB or WWPA.
    d. Southern pine or mixed southern pine; SPIB.
    e. Spruce-pine-fir; NLGA.
    f. Douglas fir-south; WWPA.
    g. Hem-fir; WCLIB or WWPA.
    h. Douglas fir-larch (north); NLGA.
    i. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

C. Load-Bearing Partitions: Any species of machine stress-rated dimension lumber with a grade of not less than [**2400f-2.0E**] [**2100f-1.8E**] [**1650f-1.5E**] <**Insert grade**>.

1. Application: [**Exterior walls**] [**and**] [**interior load-bearing partitions**].

D. Load-Bearing Partitions: Any species and grade with a modulus of elasticity of at least [**1,500,000 psi (10 350 MPa)**] [**1,300,000 psi (8970 MPa)**] [**1,100,000 psi (7590 MPa)**] [**1,000,000 psi (6900 MPa)**] [**900,000 psi (6210 MPa)**] and an extreme fiber stress in bending of at least [**1000 psi (6.9 MPa)**] [**850 psi (5.86 MPa)**] [**700 psi (4.83 MPa)**] [**600 psi (4.14 MPa)**] [**500 psi (3.45 MPa)**] for 2-inch nominal (38-mm actual) thickness and 12-inch nominal (286-mm actual) width for single-member use.

1. Application: [**Exterior walls**] [**and**] [**interior load-bearing partitions**].

E. Ceiling Joists: [**Construction or No. 2**] [**Construction, Stud, or No. 3**] [**Standard, Stud, or No. 3**] grade.

1. Species:

a. Hem-fir (north); NLGA.
b. Southern pine; SPIB.
c. Douglas fir-larch; WCLIB or WWPA.
d. Douglas fir-larch (north); NLGA.
e. Southern pine or mixed southern pine; SPIB.
f. Spruce-pine-fir; NLGA.
g. Hem-fir; WCLIB or WWPA.
h. Douglas fir-south; WWPA.
i. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
j. Northern species; NLGA.
k. Eastern softwoods; NeLMA.
l. Western woods; WCLIB or WWPA.

F. Joists, Rafters, and Other Framing Not Listed Above: [**Select Structural**] [**No. 1**] [**No. 2**] [**Construction or No. 2**] [**Construction, Stud, or No. 3**] grade.

1. Species:

a. Hem-fir (north); NLGA.
b. Southern pine; SPIB.
c. Douglas fir-larch; WCLIB or WWPA.
d. Southern pine or mixed southern pine; SPIB.
e. Spruce-pine-fir; NLGA.
f. Douglas fir-south; WWPA.
g. Hem-fir; WCLIB or WWPA.
h. Douglas fir-larch (north); NLGA.
i. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

G. Joists, Rafters, and Other Framing Not Listed Above: Any species of machine stress-rated dimension lumber with a grade of not less than [**2400f-2.0E**] [**2100f-1.8E**] [**1650f-1.5E**] <**Insert grade**>.

H. Joists, Rafters, and Other Framing Not Listed Above: Any species and grade with a modulus of elasticity of at least [**1,500,000 psi (10 350 MPa)**] [**1,300,000 psi (8970 MPa)**] [**1,100,000 psi (7590 MPa)**] [**1,000,000 psi (6900 MPa)**] [**900,000 psi (6210 MPa)**] and an extreme fiber stress in bending of at least [**1000 psi (6.9 MPa)**] [**850 psi (5.86 MPa)**] [**700 psi (4.83 MPa)**] [**600 psi (4.14 MPa)**] [**500 psi (3.45 MPa)**] for 2-inch

nominal (38-mm actual) thickness and 12-inch nominal (286-mm actual) width for single-member use.

I. Exposed Framing[**Indicated to Receive a Stained or Natural Finish**]: Hand-select material for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.

1. Species and Grade: As indicated above for load-bearing construction of same type.
2. Species and Grade: Hem-fir (north); [**Select Structural**] [**No. 1**] grade; NLGA.
3. Species and Grade: Southern pine; [**Select Structural**] [**No. 1**] [**No. 2**] grade; SPIB.
4. Species and Grade: Douglas fir-larch; [**Select Structural**] [**No. 1**] grade; WCLIB or WWPA.
5. Species and Grade: Mixed southern pine; [**Select Structural**] [**No. 1**] [**No. 2**] grade; SPIB.
6. Species and Grade: Spruce-pine-fir; [**Select Structural**] [**No. 1**] grade; NLGA.
7. Species and Grade: Douglas fir-south; [**Select Structural**] [**No. 1**] grade; WWPA.
8. Species and Grade: Hem-fir; [**Select Structural**] [**No. 1**] grade; WCLIB or WWPA.
9. Species and Grade: Douglas fir-larch (north); [**Select Structural**] [**No. 1**] grade; NLGA.
10. Species and Grade: Spruce-pine-fir (south); [**Select Structural**] [**No. 1**] grade; NeLMA, WCLIB, or WWPA.
11. Species and Grade: Eastern hemlock-balsam fir or eastern hemlock-tamarack; [**Select Structural**] [**No. 1**] grade; NeLMA.
12. Species and Grade: Beech-birch-hickory; [**Select Structural**] [**No. 1**] grade; NeLMA.
13. Species and Grade: Northern red oak; [**Select Structural**] [**No. 1**] grade; NeLMA.
14. Species and Grade: Redwood; [**Clear Heart Structural**] [**Clear Structural**] [**Select Structural**] [**No. 1**] grade; RIS.
15. Species and Grade: Mixed oak; [**Select Structural**] [**No. 1**] grade; NeLMA.
16. Species and Grade: Mixed maple; [**Select Structural**] [**No. 1**] grade; NeLMA.
17. Species and Grade: Western cedars; [**Select Structural**] [**No. 1**] grade; WCLIB or WWPA.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Rooftop equipment bases and support curbs.
4. Cants.
5. Furring.
6. Grounds.

B. Dimension Lumber Items: [**Construction or No. 2**] [**Standard, Stud, or No. 3**] grade lumber of [**any species.**] [**any of the following species:**] [**the following species:**]

1. Hem-fir (north); NLGA.
2. Mixed southern pine or southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Hem-fir; WCLIB or WWPA.
5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
6. Western woods; WCLIB or WWPA.
7. Northern species; NLGA.
8. Eastern softwoods; NeLMA.

C. Concealed Boards: [**15**] [**19**] percent maximum moisture content and [**any of**]the following species and grades:

1. Mixed southern pine or southern pine; No. [**2**] [**3**] grade; SPIB.
2. Hem-fir or hem-fir (north); [**Construction or No. 2 Common**] [**Standard or No. 3 Common**] grade; NLGA, WCLIB, or WWPA.
3. Spruce-pine-fir (south) or spruce-pine-fir; [**Construction or No. 2 Common**] [**Standard or No. 3 Common**] grade; NeLMA, NLGA, WCLIB, or WWPA.
4. Eastern softwoods; No. [**2**] [**3**] Common grade; NeLMA.
5. Northern species; No. [**2**] [**3**] Common grade; NLGA.
6. Western woods; [**Construction or No. 2 Common**] [**Standard or No. 3 Common**] grade; WCLIB or WWPA.

D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, [**Exterior, A-C**] [**Exterior, C-C Plugged**] [**Exposure 1, C-D Plugged**], [**fire-retardant treated,**] in thickness indicated or, if not indicated, not less than [**1/2-inch (13-mm)**] [**3/4-inch (19-mm)**] nominal thickness.

2.6 FASTENERS

A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners[**with hot-dip zinc coating complying with ASTM A153/A153M**] [**of Type 304 stainless steel**].

B. Nails, Brads, and Staples: ASTM F1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on [**ICC-ES AC01**] [**ICC-ES AC58**] [**ICC-ES AC193**] [**or**] [**ICC-ES AC308**] as appropriate for the substrate.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B633, Class Fe/Zn 5.
2. Material: Stainless steel with bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2 (ASTM F738M and ASTM F836M, Grade A1 or A4).

2.7 METAL FRAMING ANCHORS

A. <Double click here to find, evaluate, and insert list of manufacturers and products.>

B. Allowable design loads, as published by manufacturer, shall meet or exceed those [**indicated**] [**of basis-of-design products**] [**of products of manufacturers listed**]. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.

C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 (Z180) coating designation.

1. Use for interior locations unless otherwise indicated.

D. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A653/A653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.

1. Use for wood-preservative-treated lumber and where indicated.

E. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, [**Type 304**] [**Type 316**].

1. Use for exterior locations and where indicated.

F. Joist Hangers: U-shaped joist hangers with 2-inch- (50-mm-) long seat and 1-1/4-inch- (32-mm-) wide nailing flanges at least 85 percent of joist depth.

1. Thickness: [**0.050 inch (1.3 mm)**] [**0.062 inch (1.6 mm)**].

G. I-Joist Hangers: U-shaped joist hangers with 2-inch- (50-mm-) long seat and 1-1/4-inch- (32-mm-) wide nailing flanges full depth of joist. Nailing flanges provide lateral support at joist top chord.

1. Thickness: [**0.050 inch (1.3 mm)**] [**0.062 inch (1.6 mm)**].

H. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member.

1. Strap Width: [**1-1/2 inches (38 mm)**] [**2 inches (50 mm)**].
2. Thickness: [**0.050 inch (1.3 mm)**] [**0.062 inch (1.6 mm)**].

I. Bridging: Rigid, V-section, nailless type, 0.050 inch (1.3 mm) thick, length to suit joist size and spacing.

J. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch (25 mm) above base and with 2-inch- (50-mm-) minimum side cover, socket 0.062 inch (1.6 mm) thick, and standoff and adjustment plates 0.108 inch (2.8 mm) thick.

K. Joist Ties: Flat straps, with holes for fasteners, for tying joists together over supports.

1. Width: [**3/4 inch (19 mm)**] [**1-1/4 inches (32 mm)**].
2. Thickness: [**0.050 inch (1.3 mm)**] [**0.062 inch (1.6 mm)**].
3. Length: [**16 inches (400 mm)**] [**24 inches (600 mm)**] [**As indicated**].

L. Rafter Tie-Downs: Bent strap tie for fastening rafters or roof trusses to wall studs below, 1-1/2 inches (38 mm) wide by 0.050 inch (1.3 mm) thick.[**Tie fastens to side of rafter or truss, face of top plates, and side of stud below.**]

M. Rafter Tie-Downs (Hurricane or Seismic Ties): Bent strap tie for fastening rafters or roof trusses to wall studs below, 2-1/4 inches (57 mm) wide by 0.062 inch (1.6 mm) thick. Tie fits over top of rafter or truss and fastens to both sides of rafter or truss, face of top plates, and side of stud below.

N. Floor-to-Floor Ties: Flat straps, with holes for fasteners, for tying upper floor wall studs to band joists and lower floor studs, 1-1/4 inches (32 mm) wide by 0.050 inch (1.3 mm) thick by 36 inches (914 mm) long.

O. Hold-Downs: Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base.

1. Bolt Diameter: [**5/8 inch (15.8 mm)**] [**3/4 inch (19 mm)**].
2. Width: [**2-1/2 inches (64 mm)**] [**3-3/16 inches (81 mm)**].
3. Body Thickness: [**0.108 inch (2.8 mm)**] [**0.138 inch (3.5 mm)**].
4. Base Reinforcement Thickness: [**0.108 inch (2.8 mm)**] [**0.239 inch (6.1 mm)**].

P. Wall Bracing: T-shaped bracing made for letting into studs in saw kerf, 1-1/8 inches (29 mm) wide by 9/16 inch (14 mm) deep by 0.034 inch (0.85 mm) thick with hemmed edges.

Q. Wall Bracing: Angle bracing made for letting into studs in saw kerf, 15/16 by 15/16 by 0.040 inch (24 by 24 by 1 mm) thick with hemmed edges.

2.8 MISCELLANEOUS MATERIALS

A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch (25-mm) nominal thickness, compressible to 1/32 inch (0.8 mm); selected from manufacturer's standard widths to suit width of sill members indicated.

B. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.

C. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, [**butyl rubber**] [**or**] [**rubberized-asphalt**] compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

D. Adhesives for Gluing [**Furring**] [**and**] [**Sleepers**] to Concrete or Masonry: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.

1. <Double click to insert sustainable design text for VOC content of adhesive.>
2. <Double click to insert sustainable design text for low emitting adhesives.>

E. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate [**furring,**]nailers, blocking, [**grounds,**]and similar supports to comply with requirements for attaching other construction.

D. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.[**Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.**]

E. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

F. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.

G. Do not splice structural members between supports unless otherwise indicated.

H. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.

I. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:

1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches (2438 mm) o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches (2438 mm) o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal (38-mm actual) thickness.
3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. (9.3 sq. m) and to solidly fill space below partitions.
4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet (6 m) o.c.

J. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

K. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

L. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).

2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
3. ICC-ES evaluation report for fastener.

M. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

N. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.

1. Comply with [**approved**] [**indicated**] fastener patterns where applicable.[**Before fastening, mark fastener locations, using a template made of sheet metal, plastic, or cardboard.**]
2. Use finishing nails unless otherwise indicated. Countersink nail heads and fill holes with wood filler.
3. Use common nails unless otherwise indicated. Drive nails snug but do not countersink nail heads.

3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

A. Install where indicated and where required for[**screeding or**] attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 INSTALLATION OF WALL AND PARTITION FRAMING

A. General: Provide double bottom plates and double top plates using members of 2-inch nominal thickness whose widths equal that of studs. Fasten plates to supporting construction unless otherwise indicated.

1. For exterior walls, provide 2-by-4-inch nominal-size wood studs spaced 16 inches o.c. unless otherwise indicated.
2. For interior partitions and walls, provide 2-by-4-inch nominal-size wood studs spaced 16 inches o.c. unless otherwise indicated.
3. Provide continuous horizontal blocking at midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.

B. Construct corners and intersections with three or more studs.

C. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Support headers on jamb studs.

1. For load-bearing walls, provide double-jamb studs for openings 60 inches and less in width. Provide headers of depth indicated,

D. Provide diagonal bracing in exterior walls, at both walls of each external corner, at 45-degree angle, full-story height unless otherwise indicated. Use 1-by-4-inch nominal-size boards, let-in flush with faces of studs.

3.4 INSTALLATION OF FLOOR JOIST FRAMING

A. General: Install floor joists with crown edge up and support ends of each member with not less than 1-1/2 inches of bearing on wood or metal, or 3 inches on masonry. Attach floor joists as follows:

1. Where supported on wood members, by using metal framing anchors.
2. Where framed into wood supporting members, by using wood ledgers as indicated or, if not indicated, by using metal joist hangers.

B. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches.

C. Do not notch in middle third of joists; limit notches to one-sixth depth of joist, one-third at ends. Do not bore holes larger than one-third depth of joist; do not locate closer than 2 inches from top or bottom.

D. Provide solid blocking of 2-inch nominal thickness by depth of joist at ends of joists unless nailed to header or band.

E. Lap members framing from opposite sides of beams, girders, or partitions not less than 4 inches or securely tie opposing members together. Provide solid blocking of 2-inch nominal thickness by depth of joist over supports.

F. Provide solid blocking between joists under jamb studs for openings.

G. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.

1. Provide triple joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures.

H. Provide bridging of type indicated below, at intervals of 96 inches o.c., between joists.

1. Diagonal wood bridging formed from bevel-cut, 1-by-3-inch nominal-size lumber, double-crossed and nailed at both ends to joists.
2. Steel bridging installed to comply with bridging manufacturer's written instructions.

3.5 INSTALLATION OF RAFTER FRAMING

A. Rafters: Notch to fit exterior wall plates and[**toe nail or**] use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.

1. At valleys, provide double-valley rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against valley rafters.
2. At hips, provide hip rafter of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against hip rafter.

B. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions if any.

3.6 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes **wet**, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Rooftop equipment bases and support curbs.
3. Wood blocking, cants, and nailers.
4. Wood sleepers.

B. Related Requirements:

1. Section 061600 "Sheathing" for sheathing, subflooring, and underlayment.
2. Section 313116 "Termite Control" for site application of borate treatment to wood framing.

1.3 DEFINITIONS

A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.

B. Dimension Lumber: Lumber of 2 inches nominal or greater size but less than 5 inches nominal size in least dimension.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Post-installed anchors.
3. Metal framing anchors.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, [**mark grade stamp on end or back of each piece**] [**or**] [**omit grade stamp and provide certificates of grade compliance issued by grading agency**].
3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b for exterior construction not in contact with ground and Category UC4a for items in contact with ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.

2.3 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine or southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
5. Eastern softwoods; NeLMA.

B. Other Framing: Construction or No. 2 any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Southern pine or mixed southern pine; SPIB.
4. Spruce-pine-fir; NLGA.
5. Hem-fir; WCLIB or WWPA.
6. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Rooftop equipment bases and support curbs.
4. Cants.
5. Furring.
6. Grounds.
7. Utility shelving.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine or southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
5. Eastern softwoods; NeLMA.

C. Concealed Boards: 15 percent maximum moisture content of any of the following species and grades:

1. Mixed southern pine or southern pine, No. 2 grade; SPIB.
2. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
3. Spruce-pine-fir (south) or spruce-pine-fir, Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
4. Eastern softwoods, No. 2 Common grade; NELMA.

D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, C-C Plugged in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153.

B. Nails, Brads, and Staples: ASTM F1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, as appropriate for the substrate.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B633, Class Fe/Zn 5.

2.7 METAL FRAMING ANCHORS

A. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A653; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.

1. Use for wood-preservative-treated lumber and where indicated.

2.8 MISCELLANEOUS MATERIALS

A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.

D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

E. Do not splice structural members between supports unless otherwise indicated.

F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.

G. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that

interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

H. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

I. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

J. Use galvanized steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 INSTALLATION OF WOOD BLOCKING AND NAILER

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Wall sheathing.
2. Roof sheathing.
3. Parapet sheathing.
4. Subflooring.
5. Underlayment.
6. Sheathing joint and penetration treatment.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" Section 061053 "Miscellaneous Rough Carpentry" for plywood backing panels.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
3. For fire-retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D5516.
4. For products receiving waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.[**including list of ABAA-certified installers and supervisors employed by Installer, who work on Project**] [**and**] [**testing and inspecting agency**].

B. Product Certificates: From air-barrier and water-resistant glass-mat gypsum sheathing manufacturer, certifying compatibility of sheathing accessory materials with Project materials that connect to or that come in contact with the sheathing.

C. Product Test Reports: For each air-barrier and water-resistant glass-mat gypsum sheathing assembly, indicating compliance with specified requirements, for tests performed by a qualified testing agency.

D. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated plywood.

E. Field quality-control reports.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS

A. Emissions: Products shall meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.

C. Factory mark panels to indicate compliance with applicable standard.

2.2 PRESERVATIVE-TREATED PLYWOOD

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b for exterior construction not in contact with ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

C. Application: Treat items indicated on Drawings and plywood used with roofing, flashing, vapor barriers, and waterproofing.

2.3 ROOF SHEATHING

A. Plywood Sheathing: Exterior, Structural I sheathing.

1. Span Rating: Not less than 48/24.
2. Nominal Thickness: Not less than 5/8 inch.

2.4 PARAPET SHEATHING

A. Plywood Sheathing: Exterior, Structural I sheathing.

1. Span Rating: Not less than 48/24.
2. Nominal Thickness: Not less than 5/8 inch.

B. Plywood Subflooring: Exterior, Structural I single-floor panels or sheathing.

1. Span Rating: Not less than 48/24.
2. Nominal Thickness: Not less than 23/32 inch

2.5 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. For roof, parapet, and] wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A153.

B. Nails, Brads, and Staples: ASTM F1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

D. Screws for Fastening Sheathing to Wood Framing: ASTM C1002.

2.6 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with the following:

1. Table 2304.10.1, "Fastening Schedule," Florida Building Code – Building (2020).

D. Use galvanized common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

E. Coordinate wall, parapet, and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.

B. Fastening Methods: Fasten panels as indicated below:

1. Subflooring:

a. Glue and nail to wood framing.
b. Space panels 1/8 inch apart at edges and ends.

2. Wall and Roof Sheathing:

a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
b. Space panels 1/8 inch apart at edges and ends.

3.3 FIELD QUALITY CONTROL

A. ABAA Quality Assurance Program: Perform examinations, preparation, installation, testing, and inspections under ABAA's Quality Assurance Program.

B. Inspections: Air-barrier installation is subject to inspection for compliance with requirements. Inspections may include the following:

1. Continuity of air-barrier system has been achieved throughout the building envelope with no gaps or holes.
2. Laps in strips and transition strips have complied with minimum requirements and have been shingled in the correct direction (or mastic has been applied on exposed edges), with no fishmouths.
3. Termination mastic has been applied on cut edges.
4. Strips and transition strips have been firmly adhered to substrate.
5. Compatible materials have been used.
6. Transitions at changes in direction and structural support at gaps have been provided.
7. Connections between assemblies (sheathing and sealants) have complied with requirements for cleanliness, surface preparation and priming, structural support, integrity, and continuity of seal.
8. All penetrations have been sealed.

C. Air barriers will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

END OF SECTION 061600

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Polyisocyanurate foam-plastic board insulation.
2. Glass-fiber batt insulation.

B. Related Requirements:

1. Section 072119 "Foamed-in-place Insulation" for spray applied polyurethane foam insulation.
2. Section 075216 "Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing" for insulation specified as part of roofing construction.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Polyisocyanurate foam-plastic board insulation.
2. Glass-fiber batt insulation.

1.4 INFORMATIONAL SUBMITTALS

A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

B. Protect foam-plastic board insulation as follows:

1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site until just before installation time.
3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

PART 2 - PRODUCTS

2.1 POLYISOCYANURATE FOAM-PLASTIC BOARD INSULATION

A. Polyisocyanurate Board Insulation, Foil Faced: ASTM C1289, foil faced, Type I, Class 1 or 2.

1. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved
assembly.
2. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.

2.2 GLASS-FIBER BLANKET INSULATION

A. Glass-Fiber Blanket Insulation, Reinforced-Foil Faced: ASTM C665, Type III (reflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil scrim, foil-scrim kraft, or foil-scrim polyethylene.

1. Provide identification mark indicating R-value of each piece of insulation 12 inches and wider in width.

2.3 ACCESSORIES

A. Insulation for Miscellaneous Voids:

1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.
2. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Install insulation with manufacturer's R-value label exposed after insulation is installed.

D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:

1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
4. For wood-framed construction, install blankets according to ASTM C1320 and as follows:

    a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.

5. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.

a. Exterior Walls: Set units with facing placed toward interior of construction.

B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:

1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft.
2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

3.4 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.

B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072100

SECTION 072119 - FOAMED-IN-PLACE INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Closed-cell spray polyurethane foam.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

PART 2 - PRODUCTS

2.1 CLOSED-CELL SPRAY POLYURETHANE FOAM

A. Closed-Cell Spray Polyurethane Foam: ASTM C1029, Type II, minimum density of 2.4 lb/cu. ft. and minimum aged R-value at 1-inch thickness of 6.2 deg F x h x sq. ft./Btu at 75 deg F.

1. Surface Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

a. Flame-Spread Index: 25 or less.
b. Smoke-Developed Index: 450 or less.

2. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

2.2 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by insulation manufacturer where required for adhesion of insulation to substrates.

PART 3 - EXECUTION

3.1 PREPARATION

A. Verify that substrates are clean, dry, and free of substances that are harmful to insulation.

B. Priming: Prime substrates where recommended by insulation manufacturer. Apply primer to comply with insulation manufacturer's written instructions. Confine primers to areas to be insulated; do not allow spillage or migration onto adjoining surfaces.

3.2 INSTALLATION

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Spray insulation to envelop entire area to be insulated and fill voids.

C. Apply in multiple passes to not exceed maximum thicknesses recommended by manufacturer. Do not spray into rising foam.

D. Framed Construction: Install into cavities formed by framing members to achieve thickness indicated on Drawings.

E. Cavity Walls: Install into cavities to fully fill void.

F. Miscellaneous Voids: Apply according to manufacturer's written instructions.

3.3 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.

END OF SECTION 072119

SECTION 072500 - WEATHER BARRIERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Building wrap

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. For building wrap, include data on air and water-vapor permeance based on testing according to referenced standards.

B. Shop Drawings: Show details of building wrap at terminations, openings, and penetrations. Show details of flexible flashing applications.

1.4 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For water-resistive barrier, from ICC-ES.

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIER

A. Building Wrap: ASTM E1677, Type I air barrier; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested according to ASTM E84; UV stabilized; and acceptable to authorities having jurisdiction.
1. Water-Vapor Permeance: Not less than .05 perms per ASTM E96, Desiccant Method (Procedure A).
2. Air Permeance: Not more than 0.004 cfm/sq. ft. at 0.3-inch wg when tested according to ASTM E2178.
3. Allowable UV Exposure Time: Not less than three months.
4. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.

B. Building-Wrap Tape: Pressure-sensitive plastic tape recommended by building-wrap manufacturer for sealing joints and penetrations in building wrap.

PART 3 - EXECUTION

3.1 WATER-RESISTIVE BARRIER INSTALLATION

A. Cover exposed exterior surface of sheathing with water-resistive barrier securely fastened to framing immediately after sheathing is installed.

B. Cover sheathing with water-resistive barrier as follows:

1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion- or control-joint locations.
2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap unless otherwise indicated.

C. Building Wrap: Comply with manufacturer's written instructions and warranty requirements.

1. Seal seams, edges, fasteners, and penetrations with tape.
2. Extend into jambs of openings and seal corners with tape.

END OF SECTION 072500

SECTION 074646 - FIBER-CEMENT SIDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes fiber-cement siding.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood furring, grounds, nailers, and blocking.
2. Section 072500 "Weather Barriers" for weather-resistive barriers.

1.3 COORDINATION

A. Coordinate siding installation with flashings and other adjoining construction to ensure proper sequencing.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Samples for Initial Selection: For fiber-cement siding including related accessories.

C. Samples for Verification: For each type, color, texture, and pattern required.

1. 12-inch- long-by-actual-width Sample of siding.
2. 12-inch- long-by-actual-width Samples of trim and accessories.

1.5 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of fiber-cement siding.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for fiber-cement siding.

C. Research/Evaluation Reports: For each type of fiber-cement siding required, from ICC-ES.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of product, including related accessories, to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Furnish full lengths of fiber-cement siding including related accessories, in a quantity equal to 2 percent of amount installed.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store packaged materials in original containers with labels intact until time of use.

B. Store materials on elevated platforms, under cover, and in a dry location.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain products, including related accessories, from single source from single manufacturer.

2.2 FIBER-CEMENT SIDING

A. General: ASTM C1186, Type A, Grade II, fiber-cement board, noncombustible when tested according to ASTM E136; with a flame-spread index of 25 or less when tested according to ASTM E84.

B. Labeling: Provide fiber-cement siding that is tested and labeled according to ASTM C1186 by a qualified testing agency acceptable to authorities having jurisdiction.

C. Nominal Thickness: Not less than 5/16 inch.

D. Horizontal Pattern: Boards Match existing cement board siding.

1. Texture: Match existing cement board siding

E. Panel Texture: 48-inch x 96” sheets with sand grooved texture.

F. Factory Priming: Manufacturer's standard acrylic primer.

2.3 ACCESSORIES

A. Siding Accessories, General: Provide starter strips, edge trim, outside and inside corner caps, and other items as recommended by siding manufacturer for building configuration.

1. Provide accessories matching color and texture of adjacent siding unless otherwise indicated.

B. Fasteners:

1. For fastening to wood, use siding nails of sufficient length to penetrate a minimum of 1 inch into substrate.
2. For fastening fiber cement, use hot-dip galvanized fasteners.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of fiber-cement siding and related accessories.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrates of projections and substances detrimental to application.

3.3 INSTALLATION

A. General: Comply with manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

1. Do not install damaged components.
2. Install fasteners no more than 24 inches o.c.

B. Install joint sealants as specified in Section 079200 "Joint Sealants" and to produce a weathertight installation.

3.4 ADJUSTING AND CLEANING

A. Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.

B. Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

END OF SECTION 074646

SECTION 075216 - STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Styrene-butadiene-styrene (SBS)-modified bituminous membrane roofing.
2. Hybrid roofing system that combines built-up ply sheets with styrene-butadiene-styrene (SBS)-modified bituminous cap sheet.
3. Substrate board.
4. Vapor retarder.
5. Roof insulation.
6. Cover board.

B. Related Requirements:
1. [**Section 061000 "Rough Carpentry"**] [**Section 061053 "Miscellaneous Rough Carpentry"**] for wood nailers, curbs, and blocking, and for wood-based, structural-use roof deck panels.
2. Section 061600 "Sheathing" for wood-based, structural-use roof deck panels.
3. Section 072100 "Thermal Insulation" for insulation beneath the roof deck.
4. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
5. Section 077100 "Roof Specialties" for [**premanufactured metal copings**] [**roof edge fasciae**] [**gravel stops**] [**reglets**] [**roof edge flashings**] [**counterflashings**].
6. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
7. Section 221423 "Storm Drainage Piping Specialties" for roof drains.

1.3 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to Work of this Section.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at **Project site**.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. For insulation and roof system component fasteners, include copy of SPRI's Directory of Roof Assemblies listing.

B. Shop Drawings: Include plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Base flashings and membrane terminations.
3. Flashing details at penetrations.
4. Tapered insulation, including slopes.
5. Roof plan showing orientation of wood roof deck and orientation of roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.
6. Crickets, saddles, and tapered edge strips, including slopes.
7. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

C. Samples for Verification: For the following products:

1. Cap Sheet: Samples of manufacturer's standard colors for selection by Architect

2. Flashing Sheet: Samples of manufacturer's standard colors for selection by Architect].
3. Aggregate surfacing material in gradation and color required.
4. Walkway Pads: Samples of manufacturer's standard colors for selection by Architect

D. Wind Uplift Resistance Submittal: For roofing system indicating compliance with wind uplift performance requirements.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer manufacturer and testing agency.

B. Manufacturer Certificates:
1. Performance Requirement Certificate: Signed by roof membrane manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

a. Submit evidence of complying with performance requirements.

2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For roof membrane and insulation, tests performed by a qualified testing agency, indicating compliance with specified requirements.

D. Evaluation Reports: For components of membrane roofing system, from ICC-ES.

E. Field Test Reports:

1. Fastener-pullout test results and manufacturer’s revised requirements for fastener patterns.

F. Field quality-control reports.

G. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing system to include in maintenance manuals.

B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is listed in SPRI's Directory of Roof Assemblies for roofing system identical to that used for this Project.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.

1. Protect stored liquid material from direct sunlight.
2. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources.

1. Store in a dry location.
2. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, vapor retarder, substrate board and other components of roofing system.

2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Installed roofing system and flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings shall remain watertight.

1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746, ASTM D4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.

B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897:

1. Zone 1 (Roof Area Field): +24.6, -75.1 lbf/sq. ft.
2. Zone 2 (Roof Area Perimeter): +24.6, -75.1 lbf/sq. ft.

3. Zone 3 (Roof Area Corners): +24.6, -109.5 lbf/sq. ft.

D. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system and shall be listed in SPRI's Directory of Roof Assemblies for roof assembly identical to that specified for this Project.
1. Wind Uplift Load Capacity: 120 psf

E. Energy Performance: Roofing system shall have an initial solar reflectance of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.

F. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A ; for application and roof slopes indicated; testing by a qualified testing agency.

1. Identify products with appropriate markings of applicable testing agency.

G. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated.

1. Identify products with appropriate markings of applicable testing agency.

2.2 MANUFACTURERS

A. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturer approved by roof membrane manufacturer.

2.3 BASE SHEET MATERIALS

A. SBS-Modified Bitumen Polyester Mat Base Sheet: ASTM D6164, Type I, Grade S, SBS-modified asphalt sheet, reinforced with polyester fabric, smooth surfaced, suitable for cold adhesive or hot asphalt application method.

B. SBS-Modified Bitumen Fiberglass Mat Base Sheet: ASTM D6163, Type I, Grade S, SBS-modified asphalt sheet, reinforced with fiberglass fabric, smooth surfaced, suitable for cold adhesive or hot asphalt application method.

C. SBS-Modified Bitumen Polyester and Fiberglass Mat Base Sheet: ASTM D6162, Type I, Grade S, SBS-modified asphalt sheet, reinforced with a combination of polyester and fiberglass fabric, smooth surfaced, suitable for cold adhesive or hot asphalt application method.

2.4 INTERPLY SHEETS

A. Glass-Fiber Interply Sheet: ASTM D2178, asphalt-impregnated, glass-fiber felt.

2.5 STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS CAP SHEET

A. Smooth-Surfaced Roofing Cap Sheet: ASTM D6162, Type I, Grade S, SBS-modified asphalt sheet, reinforced with a combination of polyester and fiberglass fabric, suitable for cold adhesive or hot asphalt application method.

2.6 BASE FLASHING SHEET MATERIALS

A. Backer Sheet: ASTM D6162, Type I or II, Grade S, SBS-modified asphalt sheet, reinforced with a combination of polyester fabric and glass fibers, smooth surfaced, suitable for application method specified.

B. Granule-Surfaced Flashing Sheet: ASTM D6162, Type I or II, Grade G, SBS-modified asphalt sheet, reinforced with a combination of polyester fabric and glass fibers, granule surfaced, suitable for application method specified, and as follows:

1. Granule Color: White

2.7 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.

1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.

B. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.

C. Roof Vents: As recommended by roof membrane manufacturer.

1. Size: Not less than 4-inch diameter.

D. Sheathing Paper: Red-rosin type, minimum 3 lb/100 sq. ft.

E. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required by roofing system manufacturer for application.

F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.

G. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve; color to match roof membrane.

H. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.

2.8 VAPOR RETARDER

A. Self-Adhering-Sheet Vapor Retarder: ASTM D1970 polyethylene film laminated to layer of rubberized asphalt adhesive, minimum 40-mil- total thickness; maximum permeance rating of 0.1 perm; cold applied, with slip-resisting surface and release paper backing. Provide primer when recommended by vapor-retarder manufacturer.

2.9 ASPHALT MATERIALS

A. Roofing Asphalt: ASTM D6152, SEBS modified.

2.10 WALKWAYS

A. Walkway Pads: Polymer-modified, reconstituted rubber pads with slip-resisting textured surface, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 1/2 inch thick, minimum.

1. Pad Size: Approximately 36 by 60 inches.
2. Color: Contrasting with cap sheet.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions.

1. Remove sharp projections.

B. Prevent materials from entering and clogging conductors and from spilling or migrating onto surfaces of other construction.

1. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Perform fastener-pullout tests according to roof system manufacturer's recommendations.

1. Submit test result within 24 hours of performing tests.

a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

3.3 INSTALLATION OF ROOFING, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions, SPRI's Directory of Roof Assemblies listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.

B. Complete terminations and base flashings, and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast.

C. Asphalt Heating: Heat and apply SEBS-modified roofing asphalt according to roofing system manufacturer's written instructions.

D. Substrate-Joint Penetrations: Prevent roofing asphalt and adhesives from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.4 INSTALLATION OF SUBSTRATE BOARD

A. Install substrate board with long joints in continuous straight lines, with end joints staggered not less than 24 inches in adjacent rows.

1. Tightly butt substrate boards together.
2. Cut substrate board to fit tight around penetrations and projections, and to fit tight to intersecting sloping roof decks.
3. Loosely lay substrate board over roof deck.

3.5 INSTALLATION OF VAPOR RETARDER

A. Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 and 6 inches, respectively.

1. Extend vertically up parapet walls and projections to a minimum height equal to height of the insulation and cover board.
2. Seal laps by rolling.

B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

3.6 INSTALLATION OF INSULATION

A. Coordinate installing roofing system components, so insulation is not exposed to precipitation or left exposed at the end of the workday.

B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.

C. Nailer Strips: Mechanically fasten 4-inch nominal- width, wood nailer strips of same thickness as insulation perpendicular to sloped roof deck.

junctures of roofing system with vertical surfaces or angle changes greater than 45 deg F.

E. Installation Over Wood Panel Decking:

1. Mechanically fasten APP-modified bitumen fiberglass-mat base sheet to roof deck using mechanical fasteners specifically designed and sized for fastening slip sheet to wood panel decks.

    a. Lap edges a minimum of 2 inches, or as recommended by roof membrane manufacturer.
    b. Lap ends a minimum of 6 inches, or as recommended by roof membrane manufacturer.
    c. Fasten APP-modified bitumen fiberglass-mat base sheet according to requirements in SPRI's Directory of Roof Assemblies for specified Wind Uplift Load Capacity.
    d. Fasten APP-modified bitumen fiberglass-mat base sheet to resist specified uplift pressure at corners, perimeter, and field of roof.

2. Install base layer of insulation with end joints staggered not less than 12 inches in adjacent rows.

    a. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
    b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    c. Make joints between adjacent insulation boards not more than 1/4 inch in width.

    d. Fill gaps exceeding 1/4 inch with insulation.
    e. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

    f. Adhere base layer of insulation to substrate using adhesive as follows:

        1) Set base layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.
        2) Set base layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
        3) Set base layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3. Install upper layers of insulation and tapered insulation, with joints of each layer offset not less than 12 inches from previous layer of insulation.

a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
b. Install with long joints continuous and with end joints staggered not less than 12 inches in adjacent rows.
c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
d. Make joints between adjacent insulation boards not more than 1/4 inch in width.

e. Fill gaps exceeding 1/4 inch with insulation.
f. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
g. Adhere each layer of insulation to substrate using adhesive according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:

1) Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.
2) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
3) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3.7 INSTALLATION OF ROOFING MEMBRANE, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."

B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.

C. Coordinate installation of roofing system so insulation and other components of the roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

1. Provide tie-offs at end of each day's work to cover exposed roofing sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.
2. Complete terminations and base flashings, and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.8 INSTALLATION OF BASE SHEET

A. Before installing, unroll base sheet, cut into workable lengths, and allow to lie flat for a time period recommended by manufacturer for the ambient temperature.

B. Loosely lay one course of sheathing paper, lapping edges and ends a minimum of 2 inches and 6 inches, respectively.

C. Installation of SBS-Modified Bitumen Polyester and Fiberglass-Mat Base Sheet:

1. Install base sheet according to roofing manufacturer's written instructions, starting at low point of roofing system.
2. Extend roofing sheets over and terminate above cants.
3. Install base sheet in a shingle fashion.
4. Adhere to substrate in a uniform coating of cold-applied adhesive.

5. Mechanically attach base sheet to roof deck using mechanical fasteners specifically designed and sized for fastening base sheet to wood panel decks.

    a. Fasten base sheet to resist specified uplift pressure at corners, perimeter, and field of roof.

6. Install base sheet without wrinkles, rears, and free from air pockets.
7. Laps: Accurately align roofing sheets, without stretching, and maintain uniform side and end laps.

    a. Lap side laps as recommended by roof membrane manufacturer but not less than 3 inches.
    b. Lap end laps as recommended by roof membrane manufacturer but not less than 12 inches.
    c. Stagger end laps not less than 18 inches.
    d. Completely bond and seal laps, leaving no voids.
    e. Roll laps with a 20-pound roller.

8. Repair tears and voids in laps and lapped seams not completely sealed.
9. Apply pressure to the body of the base sheet according to manufacturer's instructions, to remove air pockets and to result in complete adhesion of base sheet to substrate.

3.9 INSTALLATION OF INTERPLY SHEETS

A. Install three ply sheets, starting at low point of roofing.

1. Align ply sheets without stretching.
2. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane.

    a. Shingle in direction to shed water.
3. Extend ply sheets over and terminate above cants.

3.10 INSTALLATION OF SBS-MODIFIED BITUMINOUS CAP SHEET

A. Before installing, unroll cap sheet, cut into workable lengths, and allow to lie flat for a time period recommended by manufacturer for the ambient temperature at which cap sheet will be installed.

B. Install modified bituminous roofing cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system.

1. Extend cap sheet over and terminate above cants.
2. Install cap sheet in a shingle fashion.
3. Install cap sheet as follows:
   a. Adhere to substrate in a solid mopping of hot roofing asphalt applied at asphalt temperature recommended by cap sheet manufacturer.
4. Install cap sheet without wrinkles or tears, and free from air pockets.
5. Install cap sheet, so side and end laps shed water.

C. Laps: Accurately align roofing sheets, without stretching, and maintain uniform side and end laps.

1. Lap side laps as recommended by roof membrane manufacturer but not less than 3 inches.
2. Lap end laps as recommended by roof membrane manufacturer but not less than 12 inches.
3. Stagger end laps not less than 18 inches.
4. Completely bond and seal laps, leaving no voids.
5. Roll laps with a 20-pound roller.
6. Repair tears and voids in laps and lapped seams not completely sealed.

D. Apply pressure to the body of the cap sheet according to manufacturer's instructions, to remove air pockets and to result in complete adhesion of base sheet to substrate.

E. Apply roofing granules of same color as roof membrane to cover exuded bead at laps while bead is hot, to provide a continuous color appearance.

F. Aggregate Surfacing: After installing and testing roofing, base flashing, and stripping, promptly apply flood coat to roof surface with 60 lb/100 sq. ft. of hot roofing asphalt. While flood coat is hot and fluid, cast the following average weight of aggregate in a uniform course:

1. Aggregate Weight: 400 lb/100 sq. ft.

3.11 INSTALLATION OF FLASHING AND STRIPPING

A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:

1. Prime substrates with asphalt primer if required by roofing system manufacturer.
2. Backer Sheet Application:
   a. Mechanically fasten backer sheet to walls or parapets.
   b. Adhere backer sheet over roofing membrane at cants in a solid mopping of hot roofing asphalt.
   c. Seal all laps.
3. Backer Sheet Application:
   a. Adhere backer sheet to substrate in a solid mopping of hot roofing asphalt.
   b. Seal all laps.
4. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot roofing asphalt applied at asphalt temperature recommended by flashing sheet manufacturer. Apply hot roofing asphalt to back of flashing sheet if recommended by roofing system manufacturer.

B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.

C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.

1. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.

D. Install roofing cap-sheet stripping where metal flanges and edgings are set on roofing according to roofing system manufacturer's written instructions.

3.12 INSTALLATION OF WALKWAYS

A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size, according to walkway pad manufacturer's written instructions.

1. Install walkways at the following locations:

   a. Perimeter of each rooftop unit.

2. Provide 3-inch clearance between adjoining pads.
3. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.13 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, flashings, protection, and drainage components, and to furnish reports to Architect.

1. Testing agency shall prepare survey report indicating locations of initial discontinuities, if any.

B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.

1. Notify Architect and Owner 48 hours in advance of date and time of inspection.

C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

D. Roofing system will be considered defective if it does not pass tests and inspections.

1. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.14 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period.

1. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.15 ROOFING INSTALLER'S WARRANTY

A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: <**Insert name of Owner**>.
2. Address: <**Insert address**>.
3. Building Name/Type: <**Insert information**>.
4. Address: <**Insert address**>.
5. Area of Work: <**Insert information**>.
6. Acceptance Date: _____.
7. Warranty Period: <**Insert time**>.
8. Expiration Date: _____.

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:

    a. lightning;
    b. peak gust wind speed exceeding 160 mph;
    c. fire;
    d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    f. vapor condensation on bottom of roofing; and
    g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.

work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 075216

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Product Test Reports: For each kind of joint sealant, for tests performed by a qualified testing agency.

1.5 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.6 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 35, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability. nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 35, Use NT.

2.3 NONSTAINING SILICONE JOINT SEALANTS

A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C1248.

B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

2.4 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

2.5 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Exterior insulation and finish systems.

3. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Exterior fiber-cement finishes

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes

so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Exterior gypsum board for ceilings and soffits.
3. Texture finishes.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum wallboard.
2. Gypsum ceiling board.
3. Mold-resistant gypsum board.

B. Samples: For the following products:

1. Textured Finishes: Manufacturer's standard size for each textured finish indicated and on same backing indicated for Work.

C. Samples for Initial Selection: For each type of textured finish indicated.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

A. Gypsum Ceiling Board: ASTM C1396.
1. Thickness: 5/8 inch .
2. Long Edges: Tapered.

B. Mold-Resistant Gypsum Board: ASTM C1396. With moisture- and mold-resistant core and paper surfaces.
1. Core: As indicated
2. Long Edges: Tapered.
3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.3 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use all-purpose compound.

a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.4 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

C. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

2.5 TEXTURE FINISHES

A. Primer: As recommended by textured finish manufacturer.

B. Non-Aggregate Finish: Premixed, vinyl texture finish for spray application.
1. Texture: Light knock-down

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

A. Comply with ASTM C840.

B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite

sides of partitions. Do not make joints other than control joints at corners of framed openings.

E. Form control and expansion joints with space between edges of adjoining gypsum panels.

F. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:
   1. Ceiling Type: Ceiling surfaces
   2. Mold-Resistant Type: Upper ½ of wall, above PVC wall finish.

B. Single-Layer Application:

   1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
   2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing, unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

      a. Stagger abutting end joints not less than one framing member in alternate courses of panels.

   3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
   4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 INSTALLATION OF EXTERIOR GYPSUM PANELS FOR CEILINGS

A. Apply panels perpendicular to supports, with end joints staggered and located over supports.

   1. Install with 1/4-inch open space where panels abut other construction or structural penetrations.
   2. Fasten with corrosion-resistant screws.

3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:

1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated

a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.6 INSTALLATION OF TEXTURE FINISHES

A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.

B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture and free of starved spots or other evidence of thin application or of application patterns.

C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written instructions.

3.7 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on exterior substrates.

1. Fiber-cement board
2. Wood.

1.3 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.

B. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

C. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.

D. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.

E. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.

F. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
2. Indicate VOC content.

B. Samples for Initial Selection: For each type of topcoat product.

topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system.

    a. Vertical and Horizontal Surfaces: Provide samples of at least 25 sq. ft.
    b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

    a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As selected by Architect from manufacturer's full range

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Fiber-Cement Board: 12 percent.
2. Wood: 15 percent.
3. Gypsum Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Wood Substrates:

1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

primed or factory finished if acceptable to topcoat manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following interior substrates:]

1. Concrete.
2. Cement board.
3. Wood.
4. Gypsum board.
5. Spray-textured ceilings.

1.3 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.

B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.

E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.

F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.

G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
2. Indicate VOC content.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: Cross-reference to paint system and locations of application areas.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F .

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As selected by Architect from manufacturer's full range

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Wood: 15 percent.
2. Gypsum Board: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099123

SECTION 313116 - TERMITE CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Soil treatment.
2. Wood treatment.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood preservative treatment by pressure process.
2. Section 076200 "Sheet Metal Flashing and Trim" for custom-fabricated, metal termite shields.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components, and profiles for termite control products.
2. Include the EPA-Registered Label for termiticide products.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Product Certificates: For each type of termite control product.

C. Soil Treatment Application Report: After application of termiticide is completed, submit report for Owner's records and include the following:

1. Date and time of application.
2. Moisture content of soil before application.
3. Termiticide brand name and manufacturer.
4. Quantity of undiluted termiticide used.
5. Dilutions, methods, volumes used, and rates of application.

7. Water source for application.

D. Wood Treatment Application Report: After application of termiticide is completed, submit report for Owner's records and include the following:

1. Date and time of application.
2. Termiticide brand name and manufacturer.
3. Quantity of undiluted termiticide used.
4. Dilutions, methods, volumes used, and rates of application.
5. Areas of application.

E. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A specialist who is licensed according to regulations of authorities having jurisdiction to apply termite control treatment and products in jurisdiction where Project is located and who employs workers trained and approved by manufacturer to install manufacturer's products.

1.6 FIELD CONDITIONS

A. Soil Treatment:

1. Environmental Limitations: To ensure penetration, do not treat soil that is water saturated or frozen. Do not treat soil while precipitation is occurring. Comply with requirements of the EPA-Registered Label and requirements of authorities having jurisdiction.
2. Related Work: Coordinate soil treatment application with excavating, filling, grading, and concreting operations. Treat soil under footings, grade beams, and ground-supported slabs before construction.

1.7 WARRANTY

A. Soil Treatment Special Warranty: Manufacturer's standard form, signed by Applicator and Contractor, certifying that termite control work consisting of applied soil termiticide treatment will prevent infestation of subterranean termites, including Formosan termites (Coptotermes formosanus). If subterranean termite activity or damage is discovered during warranty period, re-treat soil and repair or replace damage caused by termite infestation.

1. Warranty Period: Five years from date of Substantial Completion.

B. Wood Treatment Special Warranty: Manufacturer's standard form, signed by Applicator and Contractor, certifying that termite control work consisting of applied wood termiticide treatment will prevent infestation of subterranean termites, including Formosan termites (Coptotermes formosanus). If subterranean termite damage is

discovered during warranty period, repair or replace damage caused by termite infestation and treat replacement wood.

1. Warranty Period: 12 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain termite control products from single source from single manufacturer.

2.2 SOIL TREATMENT

A. Termiticide: EPA-Registered termiticide acceptable to authorities having jurisdiction, in an aqueous solution formulated to prevent termite infestation.

1. Service Life of Treatment: Soil treatment termiticide that is effective for not less than five years against infestation of subterranean termites.

2.3 WOOD TREATMENT

A. Borate: EPA-Registered borate termiticide acceptable to authorities having jurisdiction, in an aqueous solution for spray application and a gel solution for pressure injection, formulated to prevent termite infestation in wood.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for moisture content of soil per termiticide label, interfaces with earthwork, slab and foundation work, landscaping, utility installation, and other conditions affecting performance of termite control.

B. Proceed with application only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. General: Prepare work areas according to the requirements of authorities having jurisdiction and according to manufacturer's written instructions before beginning application and installation of termite control treatment(s). Remove extraneous sources of wood cellulose and other edible materials, such as wood debris, tree stumps and

roots, stakes, formwork, and construction waste wood from soil within and around foundations.

B. Soil Treatment Preparation: Remove foreign matter and impermeable soil materials that could decrease treatment effectiveness on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and footings. Termiticides may be applied before placing compacted fill under slabs if recommended in writing by termiticide manufacturer.

1. Fit filling hose connected to water source at the site with a backflow preventer, according to requirements of authorities having jurisdiction.

3.3 APPLYING SOIL TREATMENT

A. Application: Mix soil treatment termiticide solution to a uniform consistency. Distribute treatment uniformly. Apply treatment at the product's EPA-Registered Label volume and rate for maximum specified concentration of termiticide to the following so that a continuous horizontal and vertical termiticidal barrier or treated zone is established around and under building construction.

1. Foundations: Soil adjacent to and along the entire inside perimeter of foundation walls; along both sides of interior partition walls; around plumbing pipes and electric conduit penetrating the slab; around interior column footers, piers, and chimney bases; and along the entire outside perimeter, from grade to bottom of footing.,
2. Crawlspaces: Soil under and adjacent to foundations. Treat adjacent areas, including around entrance platform, porches, and equipment bases. Apply overall treatment only where attached concrete platform and porches are on fill or ground.

B. Post warning signs in areas of application.

C. Reapply soil treatment solution to areas disturbed by subsequent excavation, grading, landscaping, or other construction activities following application.

3.4 APPLYING WOOD TREATMENT

A. Wood Treatment: Apply wood treatment after framing, sheathing, and exterior weather protection is completed but before electrical and mechanical systems are installed.

B. Application: Mix borate wood treatment solution to a uniform consistency. Apply treatment at the product's EPA-Registered Label volume and rate for the maximum borate concentration allowed for each specific use so that wood framing, sheathing, siding, and structural members subject to infestation receive treatment. Apply treatment to the height of 8 feet above grade

1. Framing and Sheathing: Apply termiticide solution by spray to bare wood and with complete coverage.

2. Exterior Uncoated Wood Trim and Siding: Apply termiticide solution to bare wood only when forecasted weather conditions indicate no precipitation or fog before application of seal coat. After 48 hours, verify that surface is sufficiently dry for seal coat and apply seal coat of paint as specified in Section 099113 "Exterior Painting."

3.5 PROTECTION

A. Avoid disturbance of treated soil after application. Keep off treated areas until completely dry.

B. Protect termiticide solution dispersed in treated soils and fills from being diluted by exposure to water spillage or weather until ground-supported slabs are installed. Use waterproof barrier according to EPA-Registered Label instructions.

3.6 MAINTENANCE SERVICE

A. Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of termite-control-treatment Installer. Include quarterly maintenance as required for proper performance according to the product's EPA-Registered Label and manufacturer's written instructions. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

B. Continuing Maintenance Proposal: Provide from termite-control-treatment Installer to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

1. Include annual inspection for termite activity and effectiveness of termite treatment according to manufacturer's written instructions.

END OF SECTION 313116

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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 Project Manager, as designated by the City Manager, pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 FPRA AND CITY

The Fort Pierce Redevelopment Agency (FPRA) and City of Fort Pierce: The Owner.

1.1.15 CONTRACT 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 Project Manager, as designated by the City Manager, 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 Fort Pierce Redevelopment Agency and 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 Project Manager, as designated by the City Manager.

1.1.29 PUBLIC WORKS INSPECTOR

The authorized representative designated by the Project Manager, as designated by the City Manager, assigned for site inspections 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 Project Manager, as designated by the City Manager, 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 PROJECT MANAGER, AS DESIGNATED BY THE CITY MANAGER

2.1 The Project Manager, as designated by the City Manager is authorized to oversee implementation of the Contract Documents.

2.2 The Project Manager, as designated by the City Manager, will visit the site at intervals to check the quality or quantity of the Work. The Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, may perform his functions under the Contract Documents.

2.3 The Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, for such interpretations.

SECTION 3 –CITY

3.1 DEFINITION

3.1.1 The City of Fort Piece (City) is the person or entity identified as such in the Owner-Contractor Agreement and is referred to through the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.1.2 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 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 Agreement, to include 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 Agreement and Sections 8, 14, 15, and 16, as noted in the 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 Project Manager, as designated by the City Manager, any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, to review the information as required.

4.12.2 Contractor shall also submit to Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, for review and approval of each such variation.

4.12.5 Project Manager, as designated by the City Manager, will review and take action within 14 calendar days of receipt of shop drawings and samples, but Project Manager's, (as designated by the City Manager) 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, on previous submittals.

4.12.6 Project Manager's, as designated by the City Manager, 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 Project Manager's, as designated by the City Manager, attention to each such variation at the time of submission as required by Subparagraph 4.12.4 and Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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, any related Work performed prior to Project Manager's, as designated by the City Manager, 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 Project Manager, as designated by the City Manager.

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 Project Manager, as designated by the City Manager.

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 Agreement, 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 Documentsas 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 be in compliance with the Agreement, to include Article 12, and all 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 Project Manager, as designated by the City Manager, any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor 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 Project Manager, as designated by the City Manager, shall determine to be just.

SECTION 7 –MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract 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 CONSIDERATION OF BIDS – SCOPE ALTERNATES

For the purpose of award, after opening and reading the proposals, the CITY will consider as the bid the correct summation of each unit bid price multiplied by estimated quantities shown in the proposal. On this basis, the CITY will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the CITY reserves the right to reject any or all proposals and to waive technical errors that the CITY may deem best for the interest of the City. Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

7.6 PERFORMANCE AND PAYMENT BOND

7.6.1 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.

7.6.2 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 7.6.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.7 RIGHTS AND REMEDIES

7.7.1 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.

7.7.2 No action or failure to act by the City, , Project Manager, as designated by the City Manager, 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.

7.8 TESTS

7.8.1 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 Project Manager, as designated by the City Manager, timely notice of its readiness so the Project Manager, as designated by the City Manager, may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such tests or approvals. Unless otherwise provided, the City shall bear all costs of other inspections. The Contractor shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications.

7.8.2 If the Project Manager, as designated by the City Manager, determines that any Work requires special inspection, testing, or approval which Paragraph 7.8.1 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 7.8.1. 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.

7.8.3 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 Project Manager, as designated by the City Manager.

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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 or Project Manager, as designated by the City Manager, determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Project Manager, as designated by the City Manager, may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Project Manager, as designated by the City Manager, 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 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 Project Manager, as designated by the City Manager, an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the Project Manager, as designated by the City Manager, 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 percent (90%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, will, within 10 days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the Project Manager, as designated by the City Manager, 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 Project Manager's, (as designated by the City Manager) 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, has approved the complete Application for Payment, the City shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, on account of Work done by such Subcontractor.

9.5.3.3 Withholding Payment for Failure to Comply with American Recovery and Reinvestment Act of 2009: The Department will withhold progress payments from the Contractor for failure to comply.

9.5.4 Neither the City nor the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, receiving Partial Releases of Liens applicable to previous payments received by Contractor**.

9.6 PAYMENTS WITHHELD

9.6.1 The Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, cannot agree on a revised amount, the Project Manager, as designated by the City Manager, will promptly approve the payment for the amount for which he is able to make such representations to the City. The Project Manager, as designated by the City Manager, also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied;

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice;

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. Project Manager, as designated by the City Manager, may request Partial Releases of Liens prior to payment;

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. Damage to the City or other contractor;

6. Reasonable evidence that the Work will not be completed within the Contract Time, or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve Application for Payment, through no fault of the Contractor, within 14 days after receipt of the Contractor's Application for Payment, then the Contractor may, upon 7 additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut- down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager, as designated by the City Manager, 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 Project Manager's, (as designated by the City Manager), 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 Subparagraph 9.9.2 have been fulfilled and the Contractor has met the requirements of **9.8.2**

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Project Manager, as designated by the City Manager, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub-subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers;
2. Faulty or defective Work appearing after Substantial Completion;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the Project Manager, as designated by the City Manager, and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under to any property referred to in **Clauses 10.2.1.2 and 10.2.1.3**, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under except damage or loss attributable to the acts or omissions of the Owner or Project Manager, as designated by the City Manager, 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 Subparagraph 4.1.8.~~

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 Project Manager, as designated by the City Manager.

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 PROJECT MANAGER'S (AS DESIGNATED BY THE CITY MANAGER) STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2and 2.3, the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager. 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, or to requirements specifically expressed in the Contract Documents, it must, if required by the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, has not specifically requested or required to observe prior to being covered, the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager's, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, any conflict, error, or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from Project Manager, as designated by the City Manager, before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or Project Manager, as designated by the City Manager, 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 and Project Manager, as designated by the City 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 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 Project Manager, as designated by the City Manager, 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 om a percentage 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
"DELETED"
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

"DELETED"

SECTION 23

"DELETED"

SECTION 24 –PRECONSTRUCTION CONFERENCE

24.1 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager;
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 Project Manager, as designated by the City Manager, 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 three (3) days to participants and those affected by decisions made.

25.2 Agenda:

1	Review minutes of previous meetings;
2	Review of Work progress;
3	Field observations, problems, and decisions;
4	Identification of problems which impede planned progress;
5	Review of submittals schedule and status of submittals;
6	Review of off-site fabrication and delivery schedules;
7	Maintenance of progress schedule;
8	Corrective measures to regain projected schedules;
9	Planned progress during succeeding work period;
10	Coordinate of projected progress;
11	Maintenance of quality and work standards;
12	Effect of proposed changes on progress schedule and coordination;
13	Other business relating to Work

SECTION 26 – CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Project Manager, as designated by the City Manager, will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Project Manager, as designated by the City Manager, consider that the work is incomplete or defective: (1) the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, will re-inspect the Work.

4. When the Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 Project Manager, as designated by the City Manager, 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 and elevation of the structure, utility lines, the elevation referenced to NGVD 1929. No erasures are permitted. Where changes occur, cross out design information and denote constructed information.

   The Contractor shall submit four sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings CD's supplied in digital format (AutoCAD).

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LATONYA HUBBARD, PURCHASING AGENT

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: LUMP SUM CONSTRUCTION CONTRACT - BID NO. 2024-004

CAO RLS FILE: RLS 24-330

DATE: OCTOBER 4, 2024

I have reviewed the above Request for Legal Services related to a construction contract awarded to Remnant Construction, LLC for Little Jim Bait & Tackle. I have made suggested changes to the Agreement, which have been uploaded in a Track Changes format. The page numbers on the Agreement are off. Please see the comment on the document. Once you have corrected the page numbers and the table of contents and incorporate all suggested changes to the Agreement, it is approved as to form and correctness.

Please make sure the executed bid documents submitted by the Contractor are used when compiling the Contract to present to the City Commission and that the Human Trafficking Affidavit is received prior to presentation to the City Commission.

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

Thank you.
SH

City Commission Regular Meeting **11. c.**

Meeting Date: 02/03/2025

Re: CDBG FY 23-24 Small Business Grant Agreement - KNG TV Network, Inc

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

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SUBJECT:

Approval of a small business grant award to King TV Network, Inc in the amount not to exceed $5000.00.

SUMMARY:

The Small Business grant application has been reviewed by the Communitywide Council (CWC) and recommended for approval by the Fort Pierce City Commission. The City Commission will make the final decision on the award of this small business grant. The small business award recipient is required to attest and sign this contract outlining the terms, statutes, and regulations as it pertains to the use of CDBG funding.

RECOMMENDATION:

The City of Fort Pierce's Communitywide Council has recommended the approval of this Small Business grant.

ALTERNATIVES:

Approve or deny and/or request additional information from the applicant.

RESPONSIBLE STAFF:

Donnella Clarke and Grants Administration Division.

COORDINATED WITH:

Grants Administration under the supervision of the Finance Division.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2023-2024
Account:	1039002584100
Amount:	5000

OTHER INFORMATION:

Approval of a small business grant award to King TV Network, Inc in the amount not to exceed $5000.00.

Attachments

CDBG FY 23-24 Small Business Grant Agreement - KNG TV Network

CDBG FY 23-24 Small Business Grant Exhibit A - KNG TV Network

City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Donnella Clarke	01/14/2025 04:24 PM
Finance Department	Johnna Morris	01/14/2025 04:42 PM
City Manager	Donnella Clarke	01/16/2025 03:48 PM
Finance Department	Johnna Morris	01/17/2025 02:04 PM
Finance Department	Johnna Morris	01/22/2025 10:03 AM
City Manager	Linda Cox	01/23/2025 09:56 AM
Form Started By: Donnella Clarke		Started On: 10/09/2024 05:33 PM
Final Approval Date: 01/23/2025		

SMALL BUSINESS GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ **2024**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and **KNG TV Network, Inc** located at **805 Virginia Avenue Suite 26, Fort Pierce, Florida 34982**, a **Florida profit organization**, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

WHEREAS, the Fort Pierce City Commission, on July 19, 2021, was presented the 2021-2025 Consolidated Plan; and

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

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

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

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

3. **Term of Contract:** This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminates on **April 30, 2025.**

4. **Specific Conditions:**

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

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

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2023-2024 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

   D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount

requisitioned under the terms of this Agreement.

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

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

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

Sponsored in part by the City of Fort Pierce's Way to Grow Lincoln Park Startup or Relocate Grant Program

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

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

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

6. **General Conditions:**

A. **General Compliance:**

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

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

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24

CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

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

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

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

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

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

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

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

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

H. **Suspension or Termination:**

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

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

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

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

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

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

7. **Administrative Requirements:**

A. **Financial Management:**

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

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

B. **Documentation and Record Keeping:**

i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the

Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

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

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

c. Records required to determine the eligibility of activities;

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

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

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

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

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

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

iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**.

Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

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

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

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

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

D. **Procurement:**

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

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

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

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

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

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

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

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

9. **Personnel and Participant Conditions:**

A. **Civil Rights:**

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

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

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

iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action:**

i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its

agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Land Standards:**

a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required

under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **"Section 3" Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"*The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.*"

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards),

housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.

ii. **Subcontracts:**

a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.

b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content:** The **Subrecipient** shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the **Grantor** along with documentation concerning the selection process.

iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political **activities** in violation of Chapter 15 of Title V of the U.S.C.

iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.

v. **Lobbying:** The **Subrecipient** hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:

d. **Lobbying Certification:** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., 7401, et seq.;

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation:** The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

12. **Notices:** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Grants Administration
Email: grantsadministration@cityoffortpierce.com

Subrecipient:

Name: KNG TV Network, Inc
805 Virginia Avenue, Ste26
Fort Pierce, FL 34982
Attn: Simone Tillman Walker
Email: simone@kngtvnetwork.com

With a copy to:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara Hedges, City Attorney
Email: shedges@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. **No Waiver**: The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **Entire Agreement:** This Agreement, together with any exhibits, constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

SUBRECIPIENT: KNG TV Network, Inc
By: _____
Print: Simone Tillman Walker
Title: **Owner**
Today's Date: _____

THE SUNRISE CITY
FORT PIERCE
GRANTS ADMINISTRATION DIVISION
Florida

Scope of Project

EXHIBIT "A"

Grant Recipient: KNG TV Network, Inc

Project Address: 805 Virginia Avenue Suite 26, Fort Pierce, Florida 34982

Description:

Marketing Materials & Advertisement	$5,000.00
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000.00

The Subrecipient shall be paid a total consideration of $5,000.00 for full performance of the services specified under this Agreement. When requesting funds Subrecipient shall submit a summary invoice that clearly details project expenses incurred. The invoice must be accompanied by a payment request form. Canceled checks and/or other acceptable evidence of indebtedness should be maintained for monitoring purposes.

Thank you,
Grants Administration Division

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, FINANCE DEPARTMENT
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW CDBG SMALL BUSINESS GRANT AGREEMENT-KING TV NETWORK, INC.
CAO RLS FILE:	24-437
DATE:	DECEMBER 4, 2024

This Request for Legal Services asks the City Attorney's Office to approve a Small Business Grant Agreement between the City and King TV Network, Inc.

Exhibit A is approved as submitted.

Agreement: I inserted a single word in the first paragraph and another in paragraph 15; I formatted the first paragraph to "full justify." With these changes, the Agreement is approved as to form and correctness.

Redline and "Changes Accepted" versions of the Agreement have been uploaded to AgendaQuick.

*Note: Please remember to upload the grant recipient's application and supporting materials when submitting grant agreements for review by this office.

If you have any questions about how to proceed, please do not hesitate to contact this office.

/ahd

City Commission Regular Meeting **11. d.**

Meeting Date: 02/03/2025

Re: Avenue D Model Block RFP

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Approve award of RFP 24-044 for the Avenue D Model Block Project to Pinnacle Communities and authorize staff to enter into negotiations.

SUMMARY:

In April 2023, the City of Fort Pierce, Fort Pierce Redevelopment Agency (FPRA), and St. Lucie County entered into an interlocal agreement to collaboratively develop the Avenue D Model Block. This agreement defines the responsibilities and processes involved in the redevelopment of the property located at Avenue D and 7th Street, which includes parcels owned by the City of Fort Pierce, FPRA, and St. Lucie County. The project's vision is detailed in the 2020 FPRA Redevelopment Plan, which identifies this site as a model block, proposing a mixed-use redevelopment that includes apartment housing and commercial spaces. St. Lucie County led the solicitation process, beginning with a Request for Letters of Interest, which was followed by a formal Request for Proposals.

Two firms submitted proposals: Pinnacle Communities and HORUS Academy. An evaluation committee, comprised of staff members from both City of Fort Pierce and St. Lucie County, conducted a review of the proposals including presentations.

Evaluation results:
Pinnacle Communities: 388 points (Ranked 1st)
HORUS Academy: 355 points (Ranked 2nd)

Pinnacle Communities' proposal outlines a total of 157 residential units to be developed in two phases, offering 85 units of affordable rental housing for families, and 72 units of affordable rental housing for seniors. Additionally, the proposal includes four live work units facing 7th Street.

RECOMMENDATION:

Award the RFP to Pinnacle Communities and authorize staff to enter into negotiations to finalize the terms and scope of the partnership for the Avenue D Model Block Project.

ALTERNATIVES:

Award the RFP to the second-highest ranked respondent or staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Kev Freeman, Planning Director
Mayte Santamaria, SLC Deputy County Administrator
Jennifer Hance, SLC Community Services Director
Desiree Cimino, SLC Purchasing Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: N/A

OTHER INFORMATION:

There is no fiscal impact associated with this item at this time. Terms will be negotiated and brought back to the City Commission, FPRA Board and Board of County Commission for approval.

Attachments

RFP Tabulation
Selection Committee Scores
Pinnacle Communities Presentation Package
Pinnacle Communities Submittal
HORUS Academy Submittal
Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/10/2025 05:44 PM
City Manager	Linda Cox	01/10/2025 05:44 PM

Form Started By: Shyanne Harnage Started On: 01/09/2025 02:08 PM
Final Approval Date: 01/10/2025

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

TABULATION SHEET
RFP No. 24-044
Moore's Creek Redeveloping Project (aka) Avenue D Model Block Project
OPENED: WEDNESDAY AUGUST 21st,2024 at 3:00 PM

COMPANY NAME: **HORUS ACADEMY**	
CONTACT NAME: **Dr. Lena Graham-Morris**	
PHONE: **407-335-9248**	E-MAIL: **HORUSCSMARKETING@GMAIL.COM**
ADDRESS: **532 N. 13th Street, Fort Pierce, FL 34950**	
COMPANY NAME: **PINNACLE COMMUNITIES II, LLC**	
CONTACT NAME: **Timothy R. Wheat**	
PHONE: **305-854-7100**	E-MAIL: **TWheat@PinnacleHousing.com**
ADDRESS: **9100 South Dadeland Boulevard, Suite 700, Miami, FL 33156**	

NUMBER OF COMPANIES NOTIFIED*: _740_
NUMBER OF BID DOCUMENTS DISTRIBUTED*: _80_
NUMBER OF BIDS RECEIVED: __2__
***per demandstar.com**

RFP No. 24-044

Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

	A	B	C	D		
Selection Committee Mayte Santamaria Jennifer Hance Kevin Freeman Shyanne Harnage Purchasing Division: Desiree Cimino	Jennifer Hance	Mayte Santamaria	Kevin Freeman	Shyanne Harnage	TOTAL	Ranking
APPLICANTS:	**115**	**115**	**115**	**115**	**460**	
Pinnacle Communities II, LLC	**85**	**104**	**95**	**104**	**388**	**1**
HORUS Academy	80	94	83	98	355	2


PINNACLE
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RFP 24-044, Moore's Creek
Redevelopment
Avenue D Model Block Project
December 3rd 2024
ST. LUCIE COUNTY FLORIDA
FORT PIERCE, FL
THE SUNRISE CITY
FPRA

QUALITY ■ COMMITMENT ■ EXCELLENCE






PINNACLE
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Founded in 1997, Pinnacle is a Miami-based family of companies dedicated to full-service real estate development and construction. Pinnacle focuses on providing best-in-class multi-family luxury, workforce and affordable housing communities and has **developed more than 11,000 apartment homes, including Live Oak Villas I & II Fort Pierce.**

Pinnacle has **completed numerous public/private partnership ventures** and has a long track record of exceeding the expectations and needs of our partners and stakeholders, whether they are equity investors, lenders, non-profit organizations or the public sector. Pinnacle is noted for its quality of design, enhancement of the communities we serve, bolstered by its Art in Public Places program, and high-quality resident services.

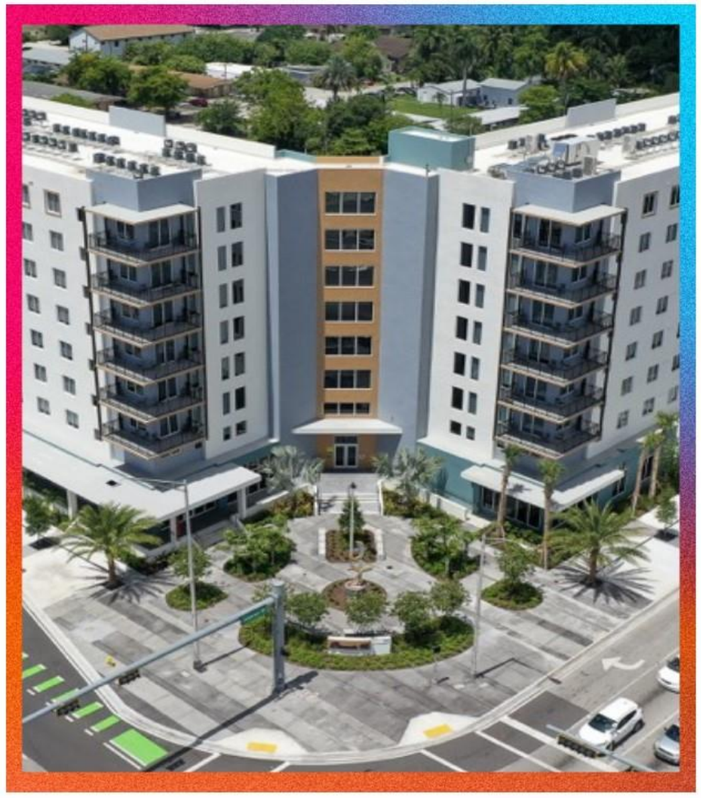
Pinnacle 441

- Two Phases, 213 total units
- 6,760 square feet of retail
- $11.9 of County Gap Financing
- $22 million of BCHFA Bonds
- Total Cost - $93.25 million

SOUTH FLORIDA BUSINESS JOURNAL

2024 STRUCTURES AWARDS

BEST AFFORDABLE RESIDENTIAL PROJECT
Winner - Pinnacle 441



"It provides much-needed affordable housing; incorporates commercial space; features a live-work unit; and includes two newly renovated bus shelters serving three routes... Pinnacle 441's overwhelming popularity - evidenced by over 21,000 lottery registrants for just 113 units - underscores the dire need it fulfills... What truly sets Pinnacle 441 apart is its commitment to enhancing community life. The development features high-quality design and amenities typically reserved for market-rate properties. Its large public plaza, adorned with Clayton Swartz's sculpture "Joy" and three companion pieces Pinnacle donated to the nearby linear park, transforms the area into a cultural landmark."

2024 ROY F. KENZIE AWARD FOR OUTSTANDING HOUSING – LARGE CITY RIVIERA BEACH, FLORIDA

Berkeley Landing







Berkeley Landing **is catalytic to the revitalization of the US #1/Broadway corridor and brings the first major redevelopment to the area in 40 years.**

One hundred and ten families call Berkeley Landing home, in addition to **two emerging entrepreneurs in the live-work lofts with storefront access to Broadway.**

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LEADERSHIP TEAM



Louis Wolfson III

Co-founder of Pinnacle and a 4th generation Miamian, Louis Wolfson has devoted his career to the betterment of South Florida. Mr. Wolfson guides corporate visioning and planning.



David O. Deutch

Co-founder David Deutch leads the everyday operations of Pinnacle, overseeing all facets of the business enterprise, including identifying and orchestrating public and private finance.



Timothy P. Wheat

Mr. Wheat is Pinnacle's lead affordable housing developer and has overseen all of Pinnacle's development activities throughout Florida outside of Miami since 2002.



Coraly Rodriguez, CPA

Ms. Rodriguez oversees Pinnacle's accounting, audit and financial systems. Ms. Rodriguez provides critical operational, human resources and technical oversight.



Hugo Pacanins

Mr. Pacanins manages Pinnacle's market rate division Mr. Pacanins has expertise in structuring and executing conventional and workforce housing transactions.

QUESTION 1 – PROPOSED SITE DEVELOPMENT



QUESTION 1 – PROPOSED SITE DEVELOPMENT

UNIT MIX

- 157 total units, two phases
- 85-unit family & 72-unit seniors
- 2,800 sq. ft. mixed-use/Live Work units facing N. 7th Street

COMMON AREA

- 11,000 square feet of common area:
  - Fitness center, lounge, and community multi-purpose space
  - Space provided for wide range of resident training and health programs
  - Fully staffed on site leasing space operated by Professional Management Inc.

85-UNIT FAMILY

SIZE	AMI%	NO. UNITS	GROSS RENT	SQUARE FOOTAGE
1BR/1BA	40%	5	$ 688	700
1BR/1BA	60%	42	$ 1,032	700
2BR/2BA	40%	4	$ 826	950
2BR/2BA	60%	30	$ 1,239	950
3BR/2BA	60%	4	$ 1,431	1,100

72-UNIT SENIORS

SIZE	AMI%	NO. UNITS	GROSS RENT	SQUARE FOOTAGE
1BR/1BA	40%	5	$ 688	700
1BR/1BA	60%	40	$ 1,032	700
1BR/1BA LIVEWORK	N/A	4	$ 2,000	1,400
2BR/2BA	40%	3	$ 826	950
2BR/2BA	60%	20	$ 1,239	950

QUESTION 1 – PROPOSED SITE DEVELOPMENT

INTEGRATION WITH EXISTING USES

- **Fire Station #15**
  - Accessible parking lot for firefighters
  - Additional training space and community activities

- **Beth Ryder Intermodal Facility**
  - Connected by a sidewalk
  - Well-lit and secured pathway for users

- **Mount Mariah Primitive Baptist Church**
  - Enhanced by landscape
  - Pastor Leon Wilson supports the development
  - The church can use the 100-seat amphitheater



QUESTION 2 – OUR ARCHITECTURAL STYLE



The proposed development incorporates design elements inspired by Fort Pierce's architectural heritage

Pinnacle has drawn from surrounding buildings to introduce features into the Moore's Creek Model Block development:

- Stucco exterior walls
- Colonial-style windows
- Parapet
- Played Lintels
- Arch elements

BUILDING 1



BUILDING 2



BUILDING 3



QUESTION 2 – OUR ARCHITECTURAL STYLE

ANCILLARY FEATURES

- **Art in Public Places**
  - Donated or on-loan artwork from the Pinnacle collection
  - Historical markers along the pathway



- **Landscaping**
  - Installation of Yellow Trumpet, Royal Poinciana, and Jacaranda trees
  - Maintained continuously by property management team



- **Moore's Creek**
  - Our development will foster community interaction and placemaking with walking paths, an amphitheater, historical/art markers, and a bridge for connectivity

QUESTION 3 – COMMUNITY SERVICES BUILDING



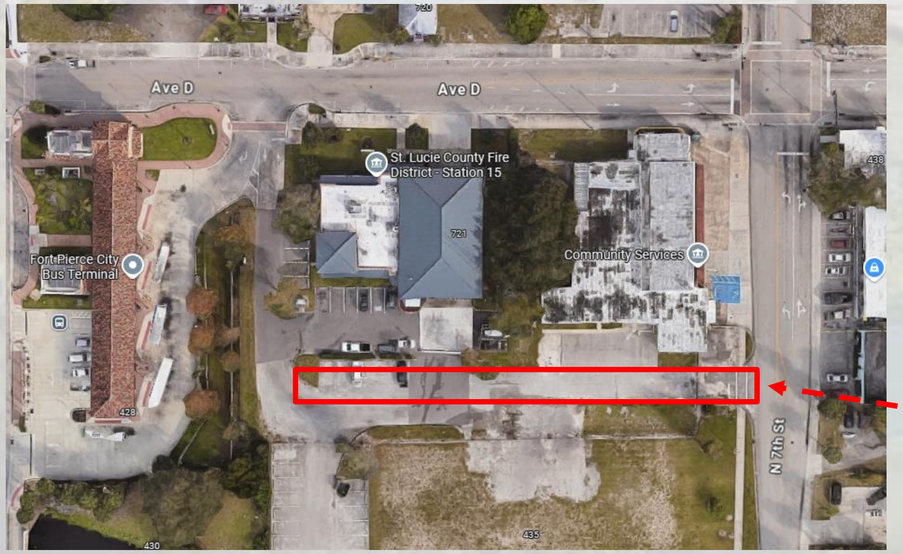


Pinnacle has suggested three viable paths to revitalize and enhance the Family Success Center.

- Capital lease payment of $10,000 for each residential unit that could be programmed to reconstruct the Center
- Possible separate “design/build” agreement to construct this space if public stakeholders can identify resources necessary to rebuild the Center
- Working with public stakeholders to secure New Markets Tax Credits or other resources to provide necessary revenue

QUESTION 4 –FIRE STATION #15 COORDINATION





- Development team met with Fire Chief Lee and Deputy Chief Langel of Fire Station #15
- Fire Station expansion is not part of Pinnacle's development program
- Chief Lee educated the Pinnacle team on their funding and development strategies
- Fire Chief Lee and Deputy Chief Langel support the project site plan and renderings
- Pinnacle and Fire Station #15 teams will work together to ensure effective coordination and integration
- Uninterrupted fire truck ingress and egress access to N. 7th Street (shown here) will be preserved by Pinnacle

QUESTION 5 – PARKING

- Meets the parking code requirements
- Provides adequate lighting, hardscape & landscape
- Will improve and maintain on-street parking spaces in front of its development



Family Success Center	Building 1 & 2	Building 3	On Street Parking	TOTAL
41 Spaces	115 Spaces	76 Spaces	35 Spaces	267 Spaces

QUESTION 6 – DEVELOPMENT PRO FORMA

Development Cost – Total of $62 million

- Family Phase $33.7 million
- Elderly Phase $ 28.9 million

Sources

- FHFC 9% Housing Tax Credit
- Local Contribution Area of Opportunity (LGAO) contribution $460,000
- 4% HTC with State Apartment Incentive Loan (SAIL) Funding
- Developer Deferred Fees

Land Lease Proposal

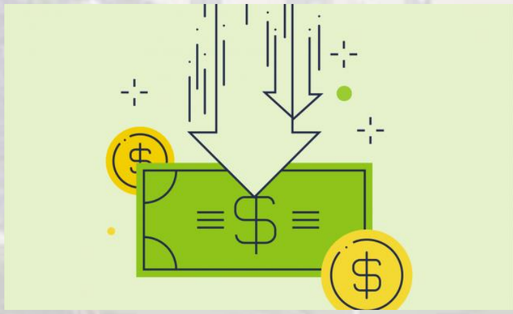
- 99-year lease for a capital payment of $10,000 per residential unit



QUESTION 7 – VISION AND ECONOMIC STIMULUS

KEY BENEFITS OF THE MODEL BLOCK REDEVELOPMENT

- **Job Creation**: The development will generate both temporary construction jobs and permanent employment opportunities
- **Homeownership Program**: Pinnacle offers tenants a pathway to homeownership by rebating 5% of their rent during tenancy toward their first home purchase
- **Tourism Attraction**: Pinnacle's art installations and the fitness history walk will enhance local tourism, boosting the local economy
- **Enhanced Public Safety**: Increased walkability and improved neighborhood design will promote safety in the area



QUESTION 7 – VISION AND ECONOMIC STIMULUS

KEY BENEFITS OF THE MODEL BLOCK REDEVELOPMENT

- **Affordable Housing**: The project will provide high-quality, affordable housing for seniors, families, and Special Needs populations.
- **Local Material Sourcing**: Whenever possible, Pinnacle prioritizes purchasing materials from local suppliers.
- **Mixed-Use Space Benefits**: The 2,800 square feet of commercial space will empower emerging entrepreneurs and businesspeople to live, work, and play in their neighborhood. This reduces transportation costs and commute times while offering tenants a single rent for dual-purpose spaces.
- **Revenue Generation**: Mixed-use units will serve as revenue generators for tenants, enabling them to reinvest their income into the local economy.



QUESTION 7 – VISION AND ECONOMIC STIMULUS



KEY BENEFITS OF THE MODEL BLOCK REDEVELOPMENT

- **Historical Preservation:** Commemorate those who made meaningful contributions to Fort Pierce
- **Community Events**: The amphitheater will host local events, creating opportunities for pop-up shops, food trucks, and other business exchanges
- **Aesthetic and Economic Impact**: Art and historical markers will beautify the neighborhood and increase property values
- **Catalyst for Development**: The project will inspire other developers to invest in and redevelop nearby properties, creating a domino effect of revitalization
- **Sustainable Design**: Incorporating green building standards will ensure the development is environmentally friendly, increasing its appeal and long-term sustainability

WHY PINNACLE?

WE ARE COMMUNITY BUILDERS!!!! It is part of our brand as **PINNACLE COMMUNITIES**



Why choose the Pinnacle Team?

- Public Private partnership experts
- Long-term development hold strategy
- Financial capability to assume risk
- In-House construction capability to meet timelines
- Pinnacle's partners have 100 + years of collective development, construction, and financial experience
- Longstanding intuitional lender and investor relationships based on best-in-class financial performance
- Signature Art in Public Places program
- Strong emphasis on local hiring and local business participation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THANK YOU!

PINNACLE
COMMITTED TO EXCELLENCE

MOORE'S CREEK REDEVELOPMENT
QUESTIONS AND ANSWERS FOR SELECTION COMMITTEE
DECEMBER 3, 2024

1. Describe in detail the proposed site redevelopment, including location, type and number of units, location of commercial components and general concept of square footage of these components, as well as integration with existing uses (fire station, intermodal transfer station, Community Services Bldg., etc.)

Pinnacle is proposing a combination mid-rise and garden-style development on approximately 4.97 acres. The project includes three residential buildings, lush landscaping, ample surface parking, entertainment features, and various amenities. If resources are allocated for a new Family Success Center, it would be strategically relocated to the west of Browns Court to enhance safety and accessibility for staff and clients. Buildings 1 and 3 (totaling 85 units) per our site plan are collectively Phase 1 of the development. Phase 1 would target families. Building 1, which includes retail components, is positioned along N. 7th Street, offering convenient access and visibility. Building 2/Phase 2 contains 72 units. It is located further inland and complements the skyline, aligning visually with the Dr. Benton Building, which has a similar height. Phase 2 will target seniors aged 62+. Parking areas will be well-lit and landscaped to match the walking and fitness trail, which will feature an array of artistic and historical markers to enrich the community space.

Unit Mix - The unit mix and Area Median Income set-asides comply with the Florida Housing Finance Corporation requirements and Section 42 of the IRS Code. Pinnacle will deliver 157 units, serving a broad range of St. Lucie County residents; with some units set aside for Special Needs persons and are ADA compliant. The unit sizes range from 700 -1,100 square feet. While there are three residential buildings, Pinnacle will develop the site in two phases, and simultaneously or subsequently depending upon Florida Housing awards.

9100 S. Dadeland Blvd., Suite 700, Miami, FL 33156
Tel: 305.854.7100
www.pinnaclehousing.com

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85 units of affordable rental housing for families and the general population

Size	AMI%	No. Units	Gross Rent	Square Footage
1BR/1BA	40%	5	$ 688	700
1BR/1BA	60%	42	$ 1,032	700
2BR/2BA	40%	4	$ 826	950
2BR/2BA	60%	30	$1,239	950
3BR/2BA	60%	4	$ 1,431	1,100

72 units of affordable rental housing for seniors (age 62)

Size	AMI%	No. Units	Gross Rent	Square Footage
1BR/1BA	40%	5	$ 688	700
1BR/1BA	60%	40	$ 1,032	700
1BR/1BA LIVE/WORK	N/A	4	$ 2,000	1,400
2BR/2BA	40%	3	$ 826	950
2BR/2BA	60%	20	$ 1,239	950

Common Area - The development will feature 11,000 square feet of common areas, including:

- Fitness center, lounge, and community room.
- Space provided for a wide range of resident training and health programs
- Fully staffed on-site leasing space operated by Professional Management Inc.

Commercial Component – Pinnacle proposes four commercial spaces totaling 2,800 square feet. These live/work units, located on the ground floor of Building 1 facing N 7th Street, reflect Pinnacle's expertise in mixed-use developments. Notable examples: **Berkeley Landing**: Winner of the 2024 Roy F. Kenzie Award for Outstanding Housing – Large City award containing 110 affordable units and 2 live/work spaces. **Pinnacle 441**: Winner of the 2024 South Florida Business Journal Structures Award for Best Affordable Residential Project, featuring 6,760 square feet of retail.

Integration with Surrounding Features

- **Fire Station #15**: The parking lot design provides accessibility for fire station activities, increasing their usable space for training and events.
- **Beth Ryder Intermodal Facility**: The site ensures connectivity for residents, including those in car-free or zero-car households.

- **Mount Mariah Primitive Baptist Church**: Pinnacle will work closely with Pastor Leon Wilson to ensure the church remains undisturbed. Pastor Wilson supports the development. The church can use the 100-seat amphitheater.
- Pinnacle will enhance the landscape making it aesthetically pleasing.

2. Describe in detail the proposed architectural style of the proposed redevelopment, why the style was selected and its compatibility/integration with the surrounding community.

Florida is renowned for its Mediterranean architectural style, a hallmark also seen in Fort Pierce. The proposed development incorporates design elements inspired by Fort Pierce's architectural heritage. Pinnacle has drawn from surrounding buildings to introduce features into the Moore's Creek Model Block development, such as stucco exterior walls, colonial-style windows, accented entries, and arch elements.

- **Art in Public Places:** Featuring donated or leased artwork from the Pinnacle collection, plus historical markers along walking paths. Examples include the Lincoln Theater, Blessed Martin Catholic School, and the Old Police Station and Jail.
- **Landscaping:** Key community-recommended plants such as Yellow Trumpet, Royal Poinciana, and Jacaranda trees will be used extensively alongside other Florida-native species. Maintained continuously by the property management team.
- **Moore's Creek:** Our development will foster community interaction and placemaking with walking paths, an amphitheater, historical/art markers, and a bridge for connectivity.

3. Describe in detail the proposed remodel/enhancement of the existing Community Services Building, if applicable.

Pinnacle has suggested three viable paths to revitalize and enhance the Family Success Center.

- Capital lease payment of $10,000 for each residential unit that could be programmed to construct the Center.
- Ability to enter into an agreement with the public stakeholders for a separate "design/build" agreement to construct this space if the public stakeholders can identify the specific resources necessary to build the Center.
- Working with the public stakeholders to secure New Markets Tax Credits or other resources to provide necessary revenue.

If awarded and if resources are allocated by the County to reconstruct the Family Success Center, our approach will be further refined through coordination with County staff, Community Services, Veterans Services, Women, Infants, and Children (W.I.C.) offices, and the obstetrician-gynecologist medical services tenant. Pinnacle's in-house construction company, PC Building, will play a crucial role in the planning and design phases to ensure the successful delivery of the new Family Success Center.

During a site tour, Gregory Gabriel with Pinnacle assessed the existing space and identified opportunities for improvement to enhance staff satisfaction and create a more pleasant work environment. Proposed enhancements include two meeting rooms: a small meeting room and a larger main conference room with seating for 25–30 staff, as well as an enclosed and adequately sized lunchroom to replace the current inadequate breakroom. Thoughtful space planning will also optimize office layouts and eliminate the "maze-like" experience currently required to access Veterans Services.

Lastly, exterior improvements should include proper lighting to ensure staff safety during late afternoon departures, separate parking for employees and clients, and, if possible, weather protection. Currently, staff must cross the street to access employee parking, which poses a challenge that needs to be addressed.

4. Describe any engagement that has occurred with the St. Lucie County Fire District and any proposed coordination, if applicable, on the fire station expansion.

The development team met with Fire Chief Lee and Deputy Chief Langel of Fire Station #15 to gain insight into the station's expansion plans and programming. During the meeting, it was revealed that the +/- 0.53-acre parcel located at 480 N 7th Street has been designated for the station's expansion. The Chief emphasized the importance of ensuring ingress and egress access for fire trucks to exit onto North 7th Street.

While Pinnacle is not involved in the construction or funding efforts for Fire Station #15, the development team is encouraged to know that the station's design phase is fully funded, with construction funding pending through the budgetary process. Pinnacle is committed to making all necessary accommodations to support the Fire Station's expansion when it breaks ground.

Lastly, the meeting concluded with the understanding that Pinnacle's proposed development has the support of Fire Station #15, and all parties are committed to coordination as the development process is undertaken for both components.

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5. Describe the onsite parking proposed, the approximate number of total spaces, and how many may be generally allocated to the proposed uses. Describe in detail any proposed exclusive control of parking areas, if applicable.

Family Success Center	Building 1 & 2	Building 3	On Street Parking	TOTAL
41 Spaces	115 Spaces	76 Spaces	35 Spaces	267 Spaces

The development meets the parking requirement of 1.5 spaces per unit and includes additional on-street parking in front of the site. The parking space count is detailed in the accompanying chart. Pinnacle will ensure sufficient parking and accessible spaces for individuals with mobility limitations.

Professional Management Inc. (PMI), which has managed Pinnacle's portfolio for over two decades, will maintain all parking spaces within this development, excluding the Family Success Center's surface parking. It is appropriate for the government authority to oversee the Family Success Center parking to better manage employee coordination, policy enforcement, and access control.

Within PMI's scope of work, preventive maintenance is a top priority, ensuring the community is well-maintained, upholds the Pinnacle brand, and remains a development everyone can take pride in. This focus extends to the open spaces designed to attract and engage visitors.

6. Describe your pro forma capital and operating budgets indicating sources of revenues and required expenditures, particularly requests for public funding like the Fort Pierce Redevelopment Agency (CRA) and the Fire District.

Pinnacle has successfully financed developments through diverse financial vehicles, including traditional financing, private equity, bonds, Housing Tax Credits, and various federal, state, local, and private funding sources. Pinnacle will assume the financial risks necessary for the successful completion of the project, including Construction Completion and Operating Deficit guarantees. Once funding is secured from the Florida Housing Finance Corporation (Florida Housing), the city can be assured of the project's delivery.

Financial Structure
Florida Housing and IRS Section 42 guidelines influence the allocation of units by Area Median Income (AMI). Pinnacle proposes phase one units at 40% and 60% AMI.

- **Total Projected Development Cost**: $62 million
  - Family Phase: $33.7 million
  - Elderly Phase: $28.9 million
- **Funding Sources**:
  - 9% Housing Tax Credits (HTCs)
  - 4% HTCs with State Apartment Incentive Loan (SAIL) Funding
  - Local Government Area of Opportunity Contribution: $460,000
  - 99-year lease with a capital payment of $10,000 per unit

Partnerships and Investments

Bank of America, a longstanding partner, has invested $284 million with Pinnacle. Upon award of the 9% Housing Tax Credits from Florida Housing, Bank of America will purchase $30.5 in projected equity through the purchase of the HTCs for both phases. Bank of America may also provide construction loan financing. Citi Community Capital, another key partner, may also provide construction and permanent financing for both phases. Pinnacle and Citi have executed $200 million in similar transactions since 2014.

15-Year Operating Proforma

Pinnacle's proforma covers pre-development through ongoing property management and includes the following assumptions (see attached proforma):

- **Staffing**: 3 employees, consisting of a property manager and maintenance supervisor and a porter in each phase
- **Administration**: Includes marketing expenses
- **Contract Services**: Pest control, landscaping, elevator maintenance, and security
- **Insurance**: Covers property, liability, and windstorm
- **Property Taxes**: Based on current rates using the income approach for assessment
- **Replacement Reserves**: Required by investors and lenders for long-term capital improvements

7. Describe how your proposal/vision is an attractive enhancement and economic stimulus to the area.

Pinnacle envisions the Model Block redevelopment as a cornerstone for fostering a prosperous and vibrant Fort Pierce. Through community outreach, we have discovered how meaningful this redevelopment is to local residents. The Pinnacle team is thrilled at the opportunity to collaborate with community members, local stakeholders, and civic leaders to create economic growth and social change. Our goal is to promote

walkability, safety, and a welcoming neighborhood atmosphere. Pinnacle is committed to leaving a lasting positive impact on Fort Pierce.

Key Benefits of the Model Block Redevelopment

1. **Job Creation**: The development will generate both temporary construction jobs and permanent employment opportunities. Pinnacle is committed to hiring a percentage of local trades to support the project.
2. **Homeownership Program**: Pinnacle offers tenants a pathway to homeownership by refunding 10% of their rent during tenancy toward their first home purchase.
3. **Tourism Magnet**: Pinnacle's art installations and the fitness history walk will attract tourists, boosting the local economy through visitor spending.
4. **Enhanced Public Safety**: Increased walkability and improved neighborhood design will promote safety in the area.
5. **Affordable Housing**: The project will provide high-quality, affordable housing for seniors, families, and Special Needs populations.
6. **Local Material Sourcing**: Whenever possible, Pinnacle prioritizes purchasing materials from local suppliers.
7. **Mixed-Use Space Benefits**: The 2,800 square feet of commercial space will empower emerging entrepreneurs and businesspeople to live, work, and play in their neighborhoods. This reduces transportation costs and commute times while offering tenants a single rent for dual-purpose spaces.
8. **Revenue Generation**: Mixed-use units will serve as revenue generators for tenants, enabling them to reinvest their income into the local economy.
9. **Historical Preservation:** Commemorate those who made meaningful contributions to Fort Pierce.
10. **Community Events**: The amphitheater will host local events, creating opportunities for pop-up shops, food trucks, and other business exchanges.
11. **Aesthetic and Economic Impact**: Art and historical markers will beautify the neighborhood and increase property values.
12. **Catalyst for Development**: The project will inspire other developers to invest in and redevelop nearby properties, creating a domino effect of revitalization.
13. **Sustainable Design**: Incorporating green building standards will ensure the development is environmentally friendly, increasing its appeal and long-term sustainability.

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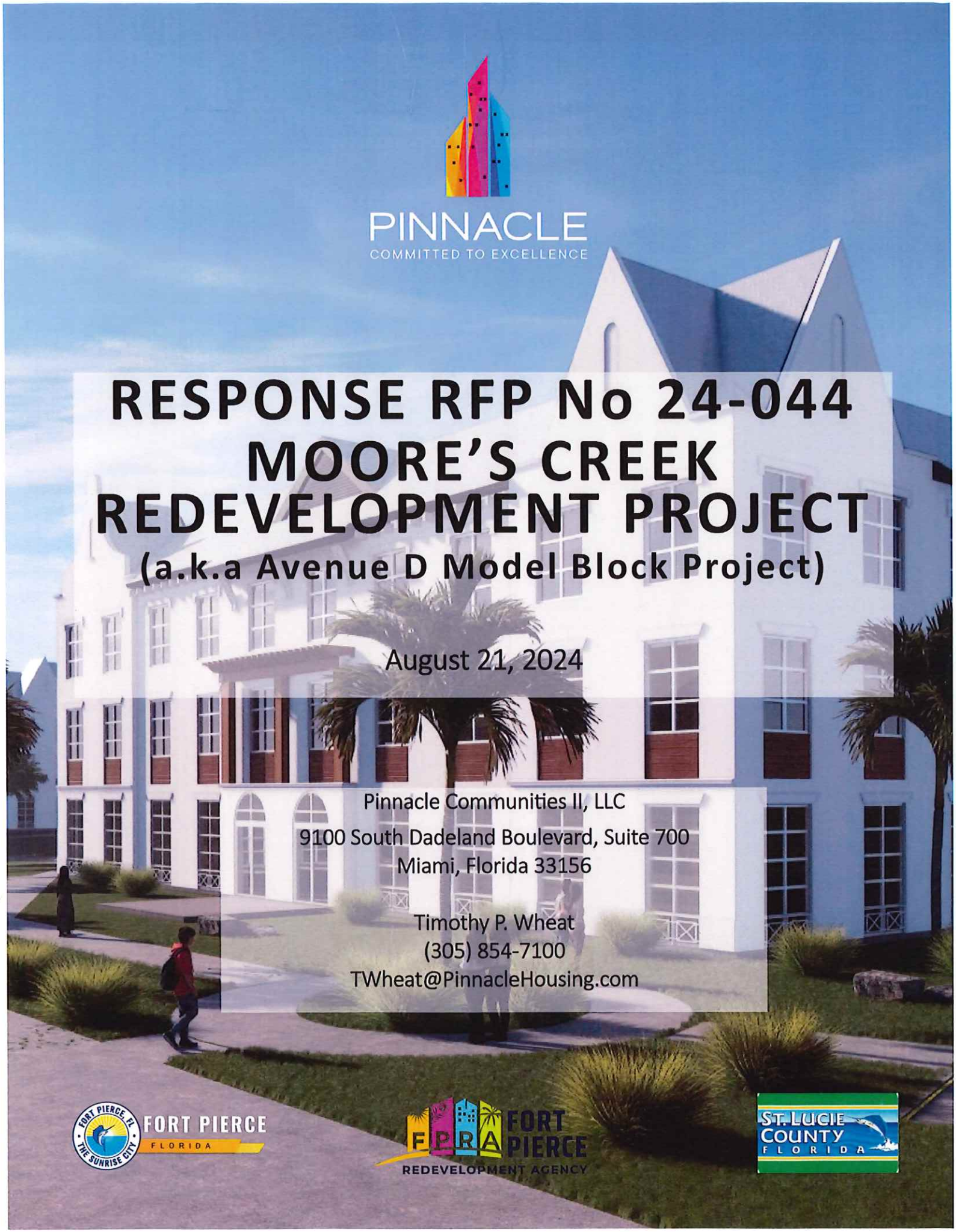

PINNACLE
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RESPONSE RFP No 24-044 MOORE'S CREEK REDEVELOPMENT PROJECT

(a.k.a Avenue D Model Block Project)

August 21, 2024

Pinnacle Communities II, LLC
9100 South Dadeland Boulevard, Suite 700
Miami, Florida 33156

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FORT PIERCE FLORIDA
THE SUNRISE CITY

FPRA FORT PIERCE REDEVELOPMENT AGENCY

ST. LUCIE COUNTY FLORIDA

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- Insurance Certificate reflecting all required coverages.
- RFP Affidavit
- RFP Affidavit of Solvency
- Drug Free Workplace Form
- Conflict of Interest Disclosure Form
- Claims/Liens/Litigation History
- Equal Opportunity Report Statement
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary
- Exclusion – Primary Covered Transactions
- Certification Regarding Lobbying
- Non-Collusion Certification
- Acknowledged all Addenda

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EXECUTIVE SUMMARY

Pinnacle Communities II, LLC (Pinnacle) proudly submits its proposal for the Moore's Creek Redevelopment Project, also known as the Avenue D Model Block Project. Pinnacle is a best-in-class developer of both affordable and market-rate rental housing based in Miami with a twenty-six-year track record of constructing over 11,000 multi-family units in Florida, Texas, and Mississippi. Pinnacle is known for its design creativity, enduring quality of its products, and commitment to a quality resident experience amplified by its much-heralded Art in Public Places program.

Pinnacle and the development team's proposed development align seamlessly with the Fort Pierce Redevelopment Agency's (FPRA's) comprehensive four-point action plan: Restore Neighborhoods, Foster Arts and Culture, "Re-Set" the Economic Base, and Connect. Our team's objective is to physically revitalize the Moore's Creek block while preserving the community's ornate culture and history. Leveraging our extensive knowledge of the area Pinnacle envisions neighborhood revitalization through proven architecture and urban planning principles, as demonstrated in our company portfolios.

The Pinnacle team's expertise in architecture and urban planning, demonstrated through successful community revitalization projects, forms the foundation of our approach. The midrise and garden-style rental apartment buildings are characterized by Mediterranean architecture with a timeless color palette and forms inspired by the Old City Hall finished and Old Saint Anastasia Catholic Church architectural lines. The design integrates surrounding uses, such as the bus terminal, into the model block, enhancing access and connectivity for residents. The proposed pedestrian bridge over Moore's Creek enhances connectivity, cultural awareness and outdoor recreation. We will use these spaces to creatively pay homage to Ft. Pierce's cultural history, with particular emphasis on African-American changemakers such as The Highwaymen and Zora Neale Hurston.

The proposed development introduces 157 total units, midrise and garden-style development that complements existing building heights while being sensitive to human scale, which promotes walkability and landscape to provide shade and reduce heat. The development unit mix includes one, two and three bedroom residences and live-work spaces. This initiative contributes directly to the FPRA's goal of restoring neighborhoods and resetting the economic base. Our company's portfolios vividly showcase the transformative impact of our methodology on communities similar to Fort Pierce.

Pinnacle is committed to providing residents and visitors with a place to live, an exceptional sense of belonging, and community dignity.

PROJECT DESCRIPTION

The Moore's Creek Redevelopment project, led by the Pinnacle team, embodies innovative urban planning and community revitalization. With a wealth of experience in architecture and urban design, acquired through successful endeavors, we present a forward-thinking strategy to reshape Fort Pierce's urban landscape.

Central to our vision is a midrise-style rental apartment complex, infused with the enduring allure of Mediterranean architecture blended with elements reminiscent of Fort Pierce's cultural landmarks. This design seamlessly integrates with existing infrastructure, including a proposed pedestrian bridge over Moore's Creek, fostering connectivity and cultural appreciation. The proposed amphitheater is located north of Saint Moriah Primitive Baptist Church, with a frontage on N 8th street. Our development initiative introduces 157 units of affordable housing, divided over two phases of construction, including four market-rate commercial as live/work space, catering to the local entrepreneurs, businesses and the diverse needs of the community. Focused on walkability and human-scale design principles, our project enhances the neighborhood ambiance while honoring Fort Pierce's architectural heritage.

Collaboration with the Fort Pierce Redevelopment Agency (FPRA) is instrumental in our endeavor, shaping a unit mix that mirrors local demographics and aligns with the city's goals of neighborhood restoration and support for lower-income residents. Supported by our proposed 99-year lease agreement and Local Government Area of Opportunity from both City and County; our commitment to affordable housing and community development support is steadfast.

In addition to providing housing solutions, our project envisions a dynamic community resource center, fostering empowerment and social cohesion. From fitness facilities to communal spaces, our amenities are tailored to enrich residents' quality of life. Our meticulous planning underscores a commitment to timely delivery. We will actively pursue funding opportunities, including engagement with the Florida Housing Finance Corporation, ensuring the financial sustainability of the project.

Our approach prioritizes sustainability, resilience, and active community involvement. By embracing Fort Pierce's cultural heritage and addressing contemporary housing needs, the Moore's Creek Redevelopment project signifies a transformative initiative poised to elevate residents' lives and redefine urban living standards.

ORGANIZATION OF TEAM AND CAPACITY

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ORGANIZATION OF TEAM & CAPACITY

Pinnacle Communities

The Respondent, Pinnacle Communities II, LLC, is part of the Pinnacle family of companies. Pinnacle is an industry leader, providing first-class affordable and market-rate housing. Pinnacle has experience in all facets of housing development, including affordable, mixed-income, senior, family and special needs housing. The ability to meet deadlines while delivering sustainable, high-quality affordable housing within the constraints of compressed timelines and challenging locations has made Pinnacle an industry leader. Pinnacle is noted for its quality of design, enhancement of the communities we serve and highest quality resident services, with a consistent average portfolio-wide occupancy of 99%.

Founded in 1997, Pinnacle is a Miami-based family of companies dedicated to full-service real estate development and construction. Pinnacle focuses on providing best-in-class multi-family luxury and affordable/workforce housing communities and has developed more than 11,000 apartment homes located in Florida and the southern United States, with a primary focus on southeast Florida. Pinnacle has extensive experience in all asset classes of multi-family including transit-oriented and urban in-fill redevelopment.

Pinnacle has a long track record of exceeding the expectations of its partners, lenders and investors and is uniquely skilled at executing successful public/private partnerships. Pinnacle is widely known for enhancing the communities it serves with unique designs and art in public places, as well as its commitment to the highest quality resident services.

Pinnacle has extensive experience in redevelopment ventures with communities, including CRAs and public housing authorities, having completed numerous developments involving a public agency or non-profit organization as a meaningful collaborative partner. Pinnacle has a long track record of satisfaction with respect to fulfilling the obligations and needs of both our non-profit and public sector partners and is a "user-friendly" organization with a positive, transparent and organized business approach.

More information about all of Pinnacle's numerous success stories in community redevelopment and affordable housing can be found at www.pinnaclehousing.com

Pinnacle's Key Staff and Capacity

This highly qualified and experienced team at Pinnacle, with expertise spanning various disciplines, positions the company as well-prepared to successfully complete the proposed project, ensuring its excellence in planning, execution, and community impact. Pinnacle has a proven track record of managing redevelopment ventures with communities, including Community Redevelopment Agencies (CRAs) and public housing authorities, demonstrating its expertise in meaningful collaborative partnerships.

David O. Deutch, Co-Founder of Pinnacle, brings a wealth of experience, overseeing the day-to-day management of the company and ensuring its performance, sustainability, and compliance. Mr. Deutch's extensive experience with financial institutions showcases his adeptness in securing funding through successful collaborations with cities, counties, the Florida Housing Finance Corporation, banking institutions, syndicators, and legal entities, reflecting his comprehensive proficiency in navigating diverse funding channels for project success.

Timothy P. Wheat, a Partner at Pinnacle, serves as Principal in Charge and brings nearly 40 years of experience in community development, multi-family affordable housing, and public/private partnerships. His leadership has been instrumental in guiding Pinnacle's expansion, overseeing successful developments across the state. Mr. Wheat is acknowledged as an industry advocate and an expert in fostering collaborative efforts to create affordable housing. In recognition of these accomplishments, he was appointed to the Federal Home Loan Bank of Atlanta's Affordable Housing Advisory Council, where he served from 2013-2017, and was elected Vice Chairman in 2016.

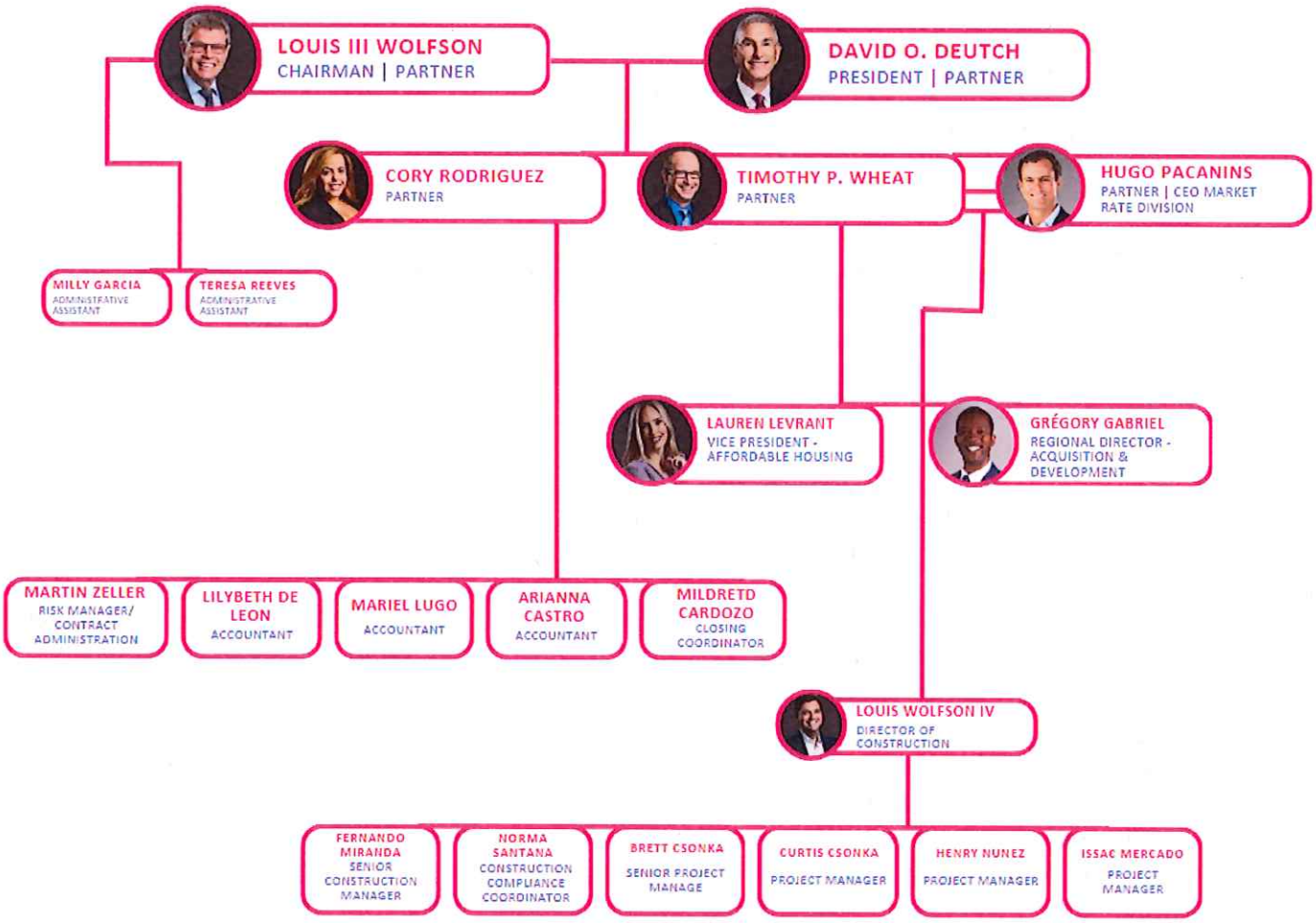
In 2011, Mr. Wheat received the key to the City of Lynn Haven, Florida, for his role in developing affordable housing in the area. He also actively engages with multiple community organizations focused on creating affordable housing opportunities. Mr. Wheat is a founding Board Member and President of the Community Land Trust of Palm Beach County and The Treasure Coast, formed in 2006, which develops and creates housing opportunities for both renters and homeowners utilizing a cutting-edge mechanism for preserving long term affordability. Mr. Wheat is also a Board Member and member of the Executive Committee of the Housing Leadership Council of Palm Beach County. The HLC's "Housing for All" plan and its advocacy for affordable and workforce housing was instrumental in the adoption of a $200 million housing bond initiative approved by Palm Beach County's voters in 2022.

Louis "Luke" Wolfson IV, a Florida Licensed General Contractor, oversees construction-related activities for all Pinnacle developments, utilizing his background in Mechanical Engineering to ensure cutting-edge and successful project management. In addition to Curtis Csonka another PC Building certified general contractor (CGC 1531515). As depicted on the Pinnacle team org chart, PC Building has seven key competent staff experts with unique skills over the years who have all contributed to moving the multifamily project forward.

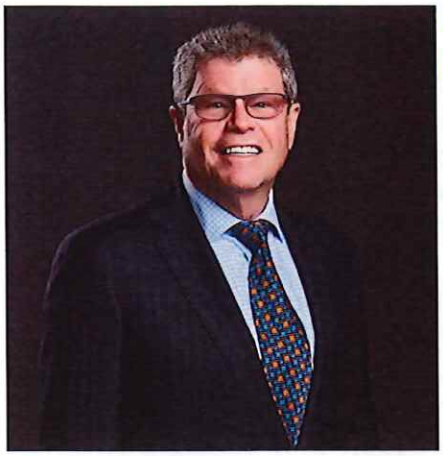
Lauren Levrant, Vice President of Affordable Housing Development, is responsible for pursuing and implementing affordable housing opportunities, shaping funding strategies, and has played a pivotal role in securing funding for numerous developments throughout Florida.

Gregory "Greg" Gabriel brings a wealth of knowledge ranging from community services, transportation planning, real estate, and urban planning. His background in community work is a key element in building community consensus.

Pinnacle Communities' Organization Chart



Pinnacle Communities Team

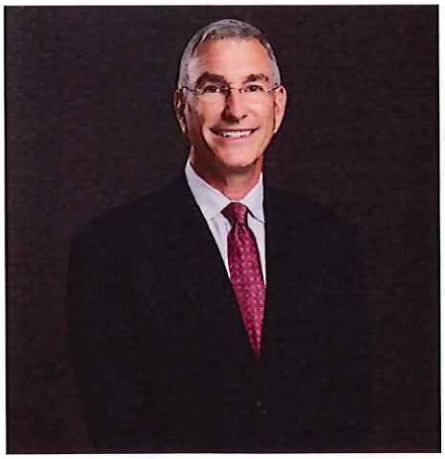


LOUIS WOLFSON, III
PARTNER & CHAIRMAN

As a fourth generation Miamian, Louis Wolfson has devoted his professional life working toward the betterment of South Florida. He is highly regarded for his work as a trustee of Miami Dade Community College, where as Chairman of the MDCC Foundation he helped build over $20 million in endowments.

After graduating from the Stetson School of Business, Mr. Wolfson was employed in the family business, Wometco, a diversified entertainment conglomerate which included radio, television, cable operations, movie theaters and the Miami Seaquarium.

Mr. Wolfson compiled years of experience and gained an immense passion for affordable housing development, finance, management and community relations before becoming one of the founders of Pinnacle Housing Group. In 1984 Mr. Wolfson became a Board member of Greater Miami Neighborhoods (GMN), which eventually grew into the largest non-profit developer of affordable housing in South Florida. Under Mr. Wolfson's leadership as Board Chairman from 1988 through 1996, over 4,000 units of housing valued at over $200,000,000 serving more than 11,000 residents were completed. Mr. Wolfson engages in public affairs aspects of Pinnacle's development programs, and oversees Pinnacle's landmark Art in Public Places program.

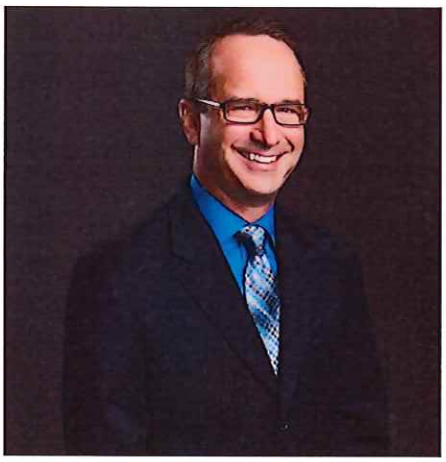


DAVID O. DEUTCH
PARTNER & PRESIDENT

Mr. Deutch co-founded Pinnacle in 1997. He brings a wealth of experience to the rental housing arena, including finance, accounting, asset management, and public policy.

Mr. Deutch is involved in the hands-on, day-to-day management of the Pinnacle family of companies, and oversees many facets of the business enterprise to ensure performance, sustainability and compliance. Mr. Deutch began his career in the Corporate Banking Division at Southeast Bank, where he served as Vice President, responsible for a large portfolio of corporate loans as well as new business development. Thereafter, he became Manager of Business Planning at Costa Cruise Lines where he played a role in enhancing the company's various business goals and objectives.

Mr. Deutch received his M.B.A. at the University of Miami Graduate School of Business and B.A. from the University of Texas at Austin. Mr. Deutch was Chairman of the Board of Directors of the Coalition of Affordable Housing Providers, Florida's statewide housing advocacy organization for the affordable housing industry, from 2011-2015. Mr. Deutch is a Member of the Board of Trustees at Mount Sinai Medical Center in Miami Beach.



TIMOTHY P. WHEAT
PARTNER

Mr. Wheat's professional career spans over 30 years and has almost entirely been dedicated to the development and preservation of quality housing for the workforce. Mr. Wheat began his career as a housing planner in Palm Beach County government, moved to the non-profit sector and then into private for-profit development.

Mr. Wheat has overseen the development, financing and management of thousands of rental housing units in Florida and throughout the United States. Mr. Wheat joined Pinnacle in 2002, and in his capacity he has overseen successful and trend-setting developments across the state, including Pinnacle's partnerships to redevelop publicly-owned land into new, modern rental communities using innovative public/private partnerships. Mr. Wheat is acknowledged as an industry advocate and an expert in managing successful public/private housing partnerships. In recognition of these accomplishments, Mr. Wheat was appointed to the Federal Home Loan Bank of Atlanta's Affordable Housing Advisory Council, where he served from 2013-2017, and was elected Vice Chairman in 2016.

He is also a founding Board Member and President of the Community Land Trust of Palm Beach County, formed in 2006, which develops and creates housing opportunities for both renters and homeowners. Mr. Wheat is a native Floridian and a Phi Beta Kappa graduate of Fordham University in the Bronx, New York.

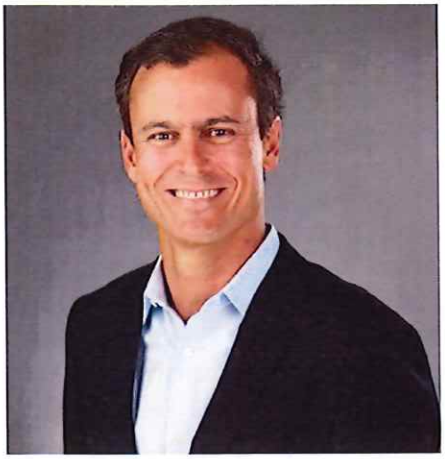


CORALY RODRIGUEZ
CPA, PARTNER

Ms. Rodriguez brings more than 15 years in diverse accounting, audit and financial experience to her role as Chief Accounting and Operating Officer. Ms. Rodriguez started her career at Pinnacle in 2000. In her role as Assistant Controller she managed the day-to-day accounting operations.

After obtaining her CPA license, she transitioned into public accounting and continued her career at Deloitte where she served various audit clients within the banking, gaming and real estate industries. After her tenure at Deloitte, Ms. Rodriguez joined the Claire's Stores corporate team where she managed various internal and operational audits and assisted in the implementation of various strategic initiatives throughout North America and Europe. Prior to rejoining Pinnacle in 2015, Ms. Rodriguez served as Accounting Director for TotalBank, a $2.5 billion institution, where she was responsible for all aspects of the Accounting and Finance function handling budgeting, internal controls, financial reporting, technical accounting and strategic management. Ms. Rodriguez is licensed as a Certified Public Accountant in the state of Florida and is an active member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Ms. Rodriguez earned a Bachelor of Business Administration in Accounting and a Master of Accounting Degree from Florida International University. In 2019, Ms. Rodriguez was recognized for her achievements by South Florida Business Journal, naming her to their Class of 40 Under 40.



HUGO PACANINS
PARTNER

Mr. Pacanins joined Pinnacle in 2023 to oversee the growing market rate division for the company. He brings over 17 years of multifamily development experience and has been involved in the development of over 7,000 residential units and 500,000 square feet of commercial uses, exceeding $2 billion in total development costs.

The son of an affordable housing developer in Venezuela, Mr. Pacanins has been involved in real estate development and construction from a very young age, which lead him to a career in Civil Engineering where he graduated with honors. Upon graduation, Mr. Pacanins worked as a management consultant for McKinsey & Company before working as a General Manager for an amusement park operator in Venezuela. Seeking a return to the Real Estate Industry, Mr. Pacanins received his M.B.A. with a concentration in Real Estate and Strategy from the University of California at Berkeley's Haas School of Business, where he was the recipient of the Haas Merit Scholarship. He then moved to Florida to start his real estate career where he has overseen and grown the market rate platforms of both Ram Realty services and Morgan Group.

Mr. Pacanins is an active member of ULI, a past member of the Broward MPO Community Involvement Roundtable and has collaborated with multiple municipalities on all aspects of planning and zoning for multifamily development.



LAUREN LEVRANT
VICE-PRESIDENT - AFFORDABLE HOUSING DEVELOPMENT

Ms. Levrant serves as Vice President of Affordable Housing Development for Pinnacle, responsible for pursuing and implementing affordable housing development opportunities as well as shaping funding strategies. Since starting her career at Pinnacle in 2006 and rejoining in 2023, Ms. Levrant has sourced and secured funding for numerous developments and overseen the financing applications for countless more throughout the State of Florida. Ms. Levrant previously served as a Senior Originator for PNC Bank, overseeing Low-Income Housing Tax Credit Equity Originations in the Arizona, Colorado and Arizona markets as well as sourcing deals for PNC's Affordable Housing Preservation Group.

Prior to her move back to Miami, she served as the Vice President of McCormack Baron Salazar's Northern California office, overseeing the development of two Choice Neighborhood Developments (in the City of San Francisco and Sacramento) as well as multiple Acquisition / Rehab RAD conversions for the City of San Francisco's Public Housing portfolio as well as several new construction affordable developments throughout The Bay Area. She holds a Bachelor's degree in Civil Engineering from Northwestern University.

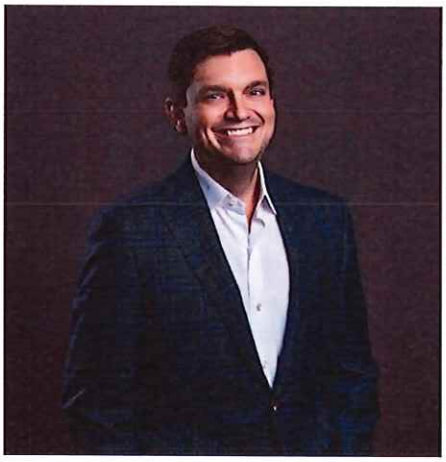


GREG GABRIEL
REGIONAL DIRECTOR - ACQUISITION AND DEVELOPMENT

Mr. Gabriel is responsible for identifying, evaluating and acquiring new development sites as well as developing private-public partnership opportunities involving public land surplus suitable for affordable housing projects. Based in the West Palm Beach office, Mr. Gabriel's focus is on the Broward, Palm Beach and Central Florida markets. Previously, Mr. Gabriel worked for the Palm Beach County TPA leading transit and land use initiatives and the Palm Beach County Youth Services Department facilitating the allocation of funds to community-based agencies.

Mr. Gabriel's dedication to urban development is underscored by his role as a board member of the City of West Palm Beach Downtown Action Committee, where he actively contributes to shaping the city's downtown. His passion for community, placemaking, walkable communities, and transportation-oriented development demonstrates his commitment to sustainable urban planning and thoughtful growth. Mr. Gabriel holds bachelor's and master's degrees in Urban Regional Planning and Architecture from Florida Atlantic University. Mr. Gabriel is an active member of the American Planning Association and the Urban Land Use Institute, member of Urban Land Use Institute and a cohort of the 2024 ULI Leadership Program.

PC Building



LOUIS WOLFSON IV
DIRECTOR OF CONSTRUCTION

Mr. Wolfson oversees the pre-construction, bidding, subcontractor selection, field management and overall construction for all Pinnacle developments. He is a Florida Licensed General Contractor and the Qualifier for Pinnacle's construction affiliate PC Building, as well as Pinnacle's joint venture with D. Stephenson Construction, PCDS Construction.

Mr. Wolfson is a 2013 graduate of the Georgia Institute of Technology in Atlanta, Georgia with a Bachelor of Science degree in Mechanical Engineering, with a focus on Nanotechnology. Mr. Wolfson's educational experience refined his unique skills in time management, team-oriented goal setting, successful project management, computer coding and physical building. Mr. Wolfson uses these acquired skills and subsequent experiences to achieve success in construction ventures by using cutting-edge tools and technology to ensure predictive and positive outcomes. Prior to joining Pinnacle, Mr. Wolfson worked for several mechanical engineering firms, designing complex cooling and heating systems, airport fueling infrastructure, and fire suppression technology, and has a background in computer coding and writing for both a Texas website firm and a Miami-based lender. Mr. Wolfson joined Pinnacle in 2016, learning and then refining the construction process from the ground up, taking on successfully greater roles and responsibilities from assistant superintendent to project manager.

Mr. Wolfson is a fifth-generation Floridian and resides in Coconut Grove with his wife Cori and son Louis Wolfson V.

Housing Grants and Application Experience

Pinnacle is an industry leader in affordable housing and urban revitalization. Pinnacle has honed these skills with multiple successful developments throughout Florida, Texas and Mississippi. St. Lucie County, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency should consider the following specific aspects of Pinnacle's resources, capabilities and assets when making a selection.

PINNACLE IS A LEADER IN STRUCTURING AND FINANCING PUBLIC/PRIVATE PARTNERSHIPS

Pinnacle engages in public/private partnerships on a daily basis. As such, Pinnacle knows how to leverage the resources necessary to have developed over 11,000 units using virtually all the available affordable, workforce and market rate housing financing resources offered in the industry. These include:

- Pinnacle has developed the vast majority of our rental portfolio properties with allocations of Housing Tax Credits from the Florida Housing Finance Corporation and other state allocating agencies, either 9% competitive allocations or 4% allocations in conjunction with tax-exempt bonds issued by Florida Housing or a local Housing Finance Authority. We have an excellent reputation with Florida Housing, and all of our communities maintain a spotless financial performance and compliance record.

- Pinnacle consistently enjoys once of the highest award success rates for securing these highly competitive awards of 9% Housing Tax Credits in the industry. This is a testament to Pinnacle's selectivity and strategy in its choice of development options. Unlike others in the industry, Pinnacle does not flood the system with numerous applications in the hopes of winning a few. The partners at Pinnacle have experience in securing and managing these valuable resources that even pre-date the formation of Pinnacle in 1997. For example, the principal in charge for this RFP Timothy P. Wheat, secured Housing Tax Credits for a development for the first time in 1993.

- Pinnacle has accessed on numerous occasions various city and county programs and other locally allocated resources as a source of subordinate "soft" financing to fund housing development activities including locally-funded Housing Trust Funds, special Federal allocations such as Neighborhood Stabilization Program (NSP), American Rescue Plan Act (ARPA) and HOME funds. We have also managed special allocations of funds from HUD such as Disaster Relief CDBG funds.

- Pinnacle blended tax increment financing (TIF) proceeds with the use of a local housing trust fund for Goodbread Hills, working closely with the Tallahassee Housing Authority, Tallahassee Community Redevelopment Agency, and City Department of Housing and Community Development, as well as Pinnacle at Peacefield with the City of Hollywood and the Hollywood Community Redevelopment Agency.

- Pinnacle has redeveloped numerous obsolete public housing developments using the "mixed finance development rule".

- Pinnacle has developed properties with the issuance of tax-exempt bonds, issued by both Florida Housing and local housing finance authorities, utilizing private credit enhancement programs and direct placements of bonds as well.

- Pinnacle executed a Preservation development with the Housing Authority of the City of Fort Myers, which involves the use of an existing Housing Assistance Payments contract, and the highly -innovative "splitting" of the HAP (as allowed under HUD Section 8bb regulations) between the Preservation transaction (called "Landings at East Pointe") and the adjoining Redevelopment (demolition/reconstruction) of a public housing complex ("East Pointe Place"). Both received Housing Tax Credit allocations secured by Pinnacle. the Preservation transaction (called "Landings at East Pointe") and the adjoining Redevelopment (demolition/reconstruction) of a public housing complex ("East Pointe Place"). Both received Housing Tax Credit allocations secured by Pinnacle.

- Pinnacle as leveraged subordinate public financing has come in the form of local and/or state SHIP, SAIL, RRLP, CDBG, HOME and NSP/NSP2 allocations, and waivers of fees.

- Pinnacle has secured impact fee waivers (and/or credits replacing a prior existing use) for numerous developments.

- Our successful farmworker housing development venture with Everglades Community Association in Fort Pierce, Live Oak Villas, secured a special allocation of funding from FHFC for farmworker emergency housing relief, and a Federal Home Loan Bank Affordable Housing Program (AHP) loan.

- Principal in charge Timothy P. Wheat served for four years on the Advisory Council for the Federal Home Loan Bank of Atlanta, providing guidance on many initiatives, including policy on the AHP.

- We are familiar with the latest mortgage products designed to facilitate the cost-effective financing of affordable housing from institutions such as Freddie Mac and Fannie Mae, and Pinnacle also works closely with Neighborhood Lending Partners (NLP), a consortium of banks dedicated to affordable housing lending. Not only has NLP provided favorable permanent financing to multiple Pinnacle developments, NLP also has allocated apart their first mortgage loan a separate Community Development Financial Institutions (CDFI) low interest subordinate loan to our Pinnacle at the Wesleyan development now under construction in Kissimmee, Florida.

- In 2010, Pinnacle secured one of the largest allocations of NSP funding in the United States for the purpose of redeveloping a 421 unit condemned property located in unincorporated Miami-Dade County. This community has become the 300-unit King's Terrace, which was completed in 2012.

- Pinnacle's market rate multi-family division has taken advantage of private equity raises, mezzanine financing, institutional investment of all kinds, and conventional financing from established lenders such as City National Bank and Pinnacle Financial Partners (not an affiliate) to finance recent successful developments such as La Vida, ELYPS and Ezelle.

- Pinnacle has engaged in traditional private soft financing for its developments, most recently UnitedWay, La Cabana.

All of the previously mentioned examples are just a sample of Pinnacle's ability to appropriate the financing necessary to make development opportunities a success. Even more importantly, Pinnacle is a proven and trusted custodian of public funds.

DEVELOPMENT TEAM

MPLD CONSULTING

As a full-service development consulting firm that has been serving Florida and beyond for the past 19+ years, MPLD can handle all aspects of your projects' timeline from beginning to end. Whether you are building a multi-family project or adding a new hospital wing, we are your trusted partners during every phase of the de-velopment process.

In our 19th year of business, MPLD Consulting continues to strive toward excellence in customer satisfaction throughout the development and project process. Whether you are an owner, developer, engineer, architect, builder, or contractor your project's priorities and goals will be met and exceeded through using M PLO for all of your development consulting, and permitting needs. Our expertise, accountability, relationships, knowledge and persistence will always put you on the winning side of a project. We are very pleased to say that most of our clients become our long-term associ-ates and friends building lasting relationships together in addition to buildings. Using our services on a project gives you the unfair advantage!

We specialize in Owner Representation, Medical Construction, Assisted and Congregant Living Facilities, Educational Facilities, New Commercial Development, SFR and Multi-Family Construction, Trades, Amenities, Site Plan Representation, Project Management, Tenant Improvements, Utilities, Engineering, Planning & Zoning, and Public Outreach. The bottom line of our clients has always been our top priority.



REBECCA MILLER, FOUNDER AND PRESIDENT

Rebecca Miller is the Founder and President of MPLD Consulting (Miller Permitting & Land Development), a full-service development consulting firm that has been serving all of Florida for the past 20 years, with offices in West Palm Beach, Tradition and Fort Pierce. Her current projects exceed $2.5 billion in value.

As a trusted industry leader who built her success based on subject matter expertise, relationship building, exceeding expectations, and on customer satisfaction, Rebecca is also known for being a true visionary. Due to her impeccable reputation, Rebecca has been asked to serve on many task forces and boards including for the City of Ft. Pierce, St. Lucie County, City of Port St. Lucie, City of West Palm Beach, and the St. Lucie County School Board. In 2010 and 2011, she served as Executive Vice President of the Economic Development Council of St. Lucie County. She is also the founder of a regional think tank for economic development called PREA that coalesces with business leaders to advance a regional economic development perspective. In addition to the above, Rebecca serves as Board Chair of the St. Lucie County Cultural Alliance, a public/private LAA. Lastly, she is a graduate of Leadership Palm Beach County Class of 2020. Through her private and nonprofit work and commitments, she maintains strong relationships with our region's key business leaders in both the public and private sectors.

Prior to moving to West Palm Beach, Rebecca held leadership positions with several divisions of American Express and Bear Stearns, and worked in Minneapolis, New York City, Miami, and Seattle. Rebecca grew up in South India, and Canada before moving to the United States. She graduated with a BA/MA from The University of British Columbia, in Vancouver Canada. She now resides in Old Northwood, in West Palm Beach.

PINNACLE'S "FINANCIAL ENGINEERING" LEADS TO PROSPEROUS DEVELOPMENTS

Pinnacle will assume the financial risk of successful completion once the development plan is underway. The security for this project completion would be demonstrated by Pinnacle posting guarantees where necessary to conventional lenders and equity investors in the implementation of the financing program. These guarantees include but are not limited to:

- Construction completion
- Operating deficits
- Conformance with financing program requirements and/or noncompliance.

Pinnacle's partners have the substantial financial capacity to accept this risk, which is noted by the willingness of lenders and investors to enter into business arrangements with Pinnacle on its many development ventures. Pinnacle is very conservative in its approach to new development ventures, and it recognizes that a failure to properly analyze market risks could collapse the development opportunity, and with it, Pinnacle's high standing in the investment community. Pinnacle accepts its financial risk and takes this process most seriously.

Pinnacle utilizes a number of methods to ensure financial security once a development venture is initiated, which include:

- Thorough analysis of the capital costs to initiate developments, particularly redevelopment/ renovation in urban areas, using a conservative cost-estimating approach;
- Realistic projection of operating income and expenses for a development once "in service," using realistic market rents, and taking into account the latest data on rising expenses, vacancy rates and bad debts;
- Pragmatic interest and equity return projections, accounting for market fluctuation between the time a development is committed and the time it closes and "locks in" actual rates;
- Adequate budgeting for lease-up expenses and ample reserves for the lease-up period to cover operating losses until a development is completely occupied; and
- Contingencies for unanticipated costs, both construction costs and "soft" costs.

Lastly, Pinnacle's affiliated general contractor entity, PC Building gives us insight into real-time changes in construction costs, means and methods for our developments, even when PC Building is not the contractor of record. This gives us a further leg up on risk mitigation, which impacts our prospective developments from initial conception and design until completion and operational maintenance.

Pinnacle's reputation is based upon its ability to positively implement a development initiative with the lowest possible financial exposure. Such efforts have been a hallmark of our ventures and have led to a consistent positive working relationship with financial institutions and public entities.

ZYSCOVICH

Zyscovich is a 160-person, integrated architecture, interior design, and urban planning firm headquartered in downtown Miami with geostrategically located offices in Winter Park, Orlando, West Palm Beach, Tampa, Jacksonville, Fort Myers, Atlanta, New York City, and Boston. The firm has provided master planning and architectural services to a variety of institutions, private developers, government agencies, and municipalities throughout Florida, to include planning, schematic design, site analysis, design development, construction documents, and zoning and code analysis for residential, commercial, retail, and mixed-use projects. As one of the largest architectural firms in Florida, Zyscovich has the resources and experience to expeditiously complete any scope of work. Our ability to deliver as promised has established our firm as a leader, and we are committed to the definitive scheduling and timely performance of our services.

Zyscovich is recognized by the industry for both innovation and a practical approach to design. The firm has a robust portfolio of master planning and multi-family residential development projects, having worked on a number of new construction, renovation, and addition projects across the country. We excel at delivering buildings that exceed client design expectations while meeting strict budget and schedule constraints. In fact, we were nationally ranked as one of the "Top 100 Office Architecture Firms" by Building Design + Construction in the 2016 Giants 300 Report. Our record of performance is proven by the fact that the vast majority of our clients are repeat clients, not just for a project or two, but year after year because of our commitment to high-quality design and responsive customer service. Our extensive portfolio includes multi-family residential, mixed-use, retail, hospitality, corporate, commercial, medical, educational, governmental, financial, entertainment, and transportation facilities throughout the United States, the Caribbean, and South America.



BERNARD ZYSCOVICH, FAIA
CHIEF EXECUTIVE OFFICE AND FOUNDER

Bernard is the founder of Zyscovich and over the past 45 years of experience, he has led creative teams on a wide range of projects including master planning, designing, and building complex residential and mixed-use projects implemented in the U.S. and Internationally. As the visionary on many high-profile projects, Bernard draws upon his extensive work with multiple stakeholders and broad-based public input. His successful creation of Master Plans meets the mission of its public and private sector clients as well as public / private partnerships entities. He practices a design philosophy that emphasizes the unique characteristics of neighborhoods—a philosophy that resonates with communities because it recognizes the intrinsic value of each place. Bernard brings to each of the firm's projects an instinctive understanding of architectural context and the connection to the surrounding environment as a result of his years analyzing the massing, forms, and features of the urban fabric. This holistic approach allows Zyscovich's projects to enjoy continuity with the essential aspects of the environment.



JOHN A. CUNNINGHAM , AIA
PROJECT DESIGN

John brings more than 39 years of experience leading teams on locally, regionally, and nationally recognized award-winning projects that integrate authentic architecture with art and landscape. John has worked on landmark projects throughout his career including The White House, The Old Executive Building (Office of the Vice President), and the Vietnam War Memorial in Washington, D.C, as well as significant projects for clients throughout Florida including, SunTrust Bank, Demetree, Nephron, HYATT, Ritz-Carlton, U.S. Post Office, City of Maitland, and Rollins College, among others. John brings an unparalleled dedication to his craft and his clients that inspire his project teams to create innovative and functional facilities that stay true to client goals, budgets, and schedules. A true leader in the field, John has lectured locally and nationally and has taught in the Master of Civic Urbanism Program as an adjunct professor at Rollins College in the theories and real-world applications of Vernacular Florida Architecture, including Placemaking, Design, Transit Oriented Development, and City Planning / Urban Design.



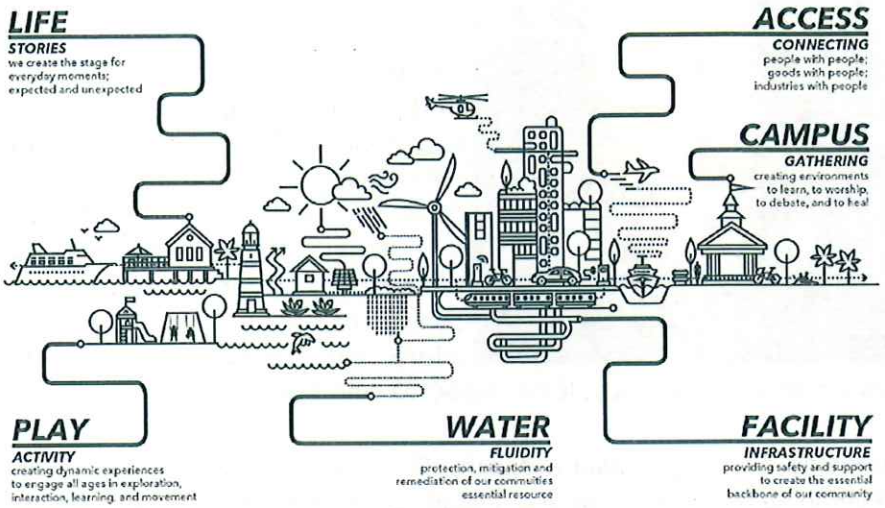
ALAN WOLFE. RA
PROJECT MANAGER

Alan Wolfe has over 40 years of experience practicing architecture and is a licensed architect. His experience in leadership of professional teams has consistently been successful in maintaining construction costs within budget, limiting change orders, and exceeding client expectations. He is skilled at simultaneously directing multiple projects in different phases of design and construction and keeping them on schedule while maintaining concurrent deliverables. His in-depth understanding of contracts, design, building systems, and construction procedures enables him to provide effective direction and management of high-quality Architectural Services. He is experienced with taking projects from conception and programming through construction administration and completion. He is highly adept at coordinating and managing architectural and engineering teams and ensuring that the client's expectations are exceeded. Alan provided services in design, project management, production oversight, and construction administration for the selected projects listed below.

KEITH

PRACTICE LINES

Our Practice Lines were created to place an emphasis on the communities that we bring to life. Each Practice Line is interconnected, providing critical infrastructure, connectivity, and gathering places to allow meaningful life stories unfold. We focus on the unique and diverse needs of our clients and the communities in which they reside.



KEITH'S MISSION:
TO CREATE, EXPAND UPON, PRESERVE, AND ENHANCE OUR COMMUNITIES.

For more than six decades, KEITH has been providing design solutions throughout the State of Florida, the Caribbean, and beyond. Our firm was built on the basic principle of serving as an advocate for the communities in which we build, we live, and we give back to. As a trans-disciplinary firm, KEITH provides creative solutions to each project and the communities in which they serve. The firm provides resilient and sustainable design solutions for municipal agencies, private clients, and the Florida Department of Transportation.

As a mid-size close-knit firm of over 200 professionals, KEITH provides surveying and mapping, subsurface utility engineering, planning, civil engineering, transportation engineering, landscape architecture, and construction management services with offices in Pompano Beach (HQ), Miami, West Palm Beach, Orlando, and Port St. Lucie. KEITH has collaborated with more than 75 municipalities throughout Florida. Through our work, we create the stage for everyday moments; expected and unexpected. Our holistic development solutions carefully blend technical expertise with creative problem-solving; a right-and left-brained approach, or what we call *Engineering Inspired Design.*

KEITH engages as an extension of our clients, with an analytical lens and a goal to resolve development issues in a collaborative way; one that goes beyond the disciplines we provide. KEITH takes what might be considered mundane and transforms it by considering it through our unique lens, reshaping each project so that it's more than just functional, it's sustainable.

Looking toward the future is best done with a sound knowledge of the past. Through founder Bill Keith's leadership, years of discipline and hard work, Bill was able to pass forward a growing enterprise to his daughter, our Chairman, Dodie Keith-Lazowick, PSM. And in turn, KEITH has grown into a third generation of talent with our CEO and President, Alex Lazowick, PE, PMP, ENV SP. KEITH, constantly building upon our history, stands today as a trans-disciplinary powerhouse shaping communities across Florida and beyond with state-of-the-art and sustainable solutions to address all of the needs of our clients.



JORGE VALLE-PELLOT, PE
SENIOR CIVIL ENGINEER

Mr. Valle-Pellot is a professional engineer with 24 years of experience in design, permitting, and construction inspection. Mr. Valle-Pellot's experience includes projects with Broward County, Miami-Dade County, Palm Beach County, and several private entities. His duties include design, drainage calculations reports, hydraulic analysis, plans preparation, permitting with regulatory agencies, site inspections, pre-construction meetings, shop drawings reviews and as-built reviews, responding to contractor's request for information, coordinating with plan reviewers and addressing comments. Jorge's software experience includes, but is not limited to, Cascade 2001, ICPR, AutoCAD, and Civil 3D.

Berkeley Landing, Riviera Beach, FL: Project Manager/Civil Engineer. KEITH is assisting the Client in developing a KEITH Life project including two 3-story residential buildings containing 112 units, live/work loft units, community amenities, surface parking, and office space on the approximately 3-acre site. KEITH provides services to the Client including civil engineering, planning, survey/SUE, traffic engineering, landscape architecture, utility coordination, and construction program management. The KEITH Team is assisting the Client in boundary and topographic survey, tree survey, utility location, platting, horizontal designation and location services, SUE conditions and understandings, project planning and design coordination, civil engineering design, schematic design, FEMA Letter of Map Amendment, engineering permitting with City of Riviera Beach Engineering and Fire Rescue, Palm Beach County Health Department, South Florida Water Management District, and FDOT, FDOT landscape permitting, traffic impact study, site lighting and photometric plan, final engineering construction documents including paving, grading, and drainage, pavement markings and signing, and water distribution, sanitary sewer, and erosion control plans, construction observations, inspections, and certifications.



ANDREA HARPER
SENIOR PLANNER

Ms. Harper brings 33 years of experience reviewing and processing land development applications for municipalities ensuring compliance with land development codes. Andrea was previously employed as a Principal Planner for the City of Riviera Beach. In this capacity, she performed a multitude of planning assignments customarily associated with a municipality having beachfront properties, a thriving port, and a diverse population. Ms. Harper was an independent project manager for new developments including industrial sites, commercial sites, residential sites and a waterfront condominium. She reviewed all building permits for compliance with the applicable codes. I prepared zoning verification letters and conducted zoning inspections. Independently researching various topics and drafting new ordinances and policies/procedures to address changing needs, she prepared staff reports and presentations for board meetings to convey project information to City officials. Ms. Harper has also served Palm Beach County Government for sixteen years as Site Planner II/Permanent On-Call Planner.



SAM HALL, PSM
VICE PRESIDENT, SURVEYOR AND MAPPER

Sam Hall brings 25 years of professional surveying, mapping, and project management experience to the KEITH Team. As Vice President, he has led multi-million-dollar municipal and private development geospatial projects throughout Florida. Throughout his career, Sam has demonstrated exceptional professionalism and project understanding, with a thorough understanding of Florida Statutes and Administrative Codes. He has led both large and small teams through the proper execution of proposals, contracts, and task work orders (TWOs). Sam has extensive technical knowledge and ensures all projects are delivered in the most efficient and detailed manner.

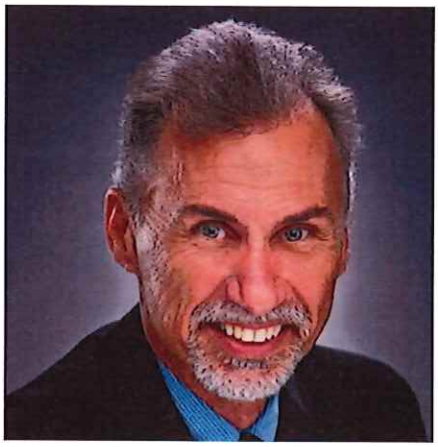
Live! Pompano, Pompano Beach, FL: Surveyor. KEITH is assisting the Client in developing a KEITH Life/KEITH Play project that includes the redevelopment of a 225-acre site including nearly $2 billion of investment including entertainment venue, offices, retail, industrial, and residential with 4,100 units integrated to the plan. KEITH is providing full services to the Client including geospatial, planning, civil, traffic, and transportation engineering, and landscape architecture. The KEITH Team is assisting the Client in the entitlement and development process to create a distinct zoning district, allowing the creation of a Live! branded entertainment district with the existing casino at the heart. KEITH also provided public engagement, platting/ plat note amendments, water and sewer modeling and planning, FEMA assessments, FDOT coordination, visioning, and utility coordination, roadway design, casino expansion, parking garage development, retail/grocery outlets, Live! entertainment venue and hotel, and the multi-family residential development. KEITH is involved in the design of all stages of development assisting the Client in navigating City, County, and State agencies to unlock the site's true development potential. Once completed, this project will create a destination that will continue to place Pompano Beach and South Florida on the map for residents and visitors alike.



LUIS SANTALIZ, PSM
SURVEY PROJECT MANAGER

Luis Santaliz brings nearly a decade of experience in land surveying, including boundary, topographic, construction layout, GIS, and platting. He also has managed projects and field crew personnel and served as a client liaison.

A1A Ocean Blvd. at Jupiter Beach Road Intersection Improvement, Jupiter, FL: Project Manager. KEITH is assisting the Client in developing a KEITH Access project including improvements to a high-traffic intersection. KEITH is providing the Client survey/SUE services. The KEITH Team is assisting the Client in survey and site work including establishing horizontal and vertical control, staking light poles, final as-built survey, staking drainage system, as-built drainage system, tin tabs at curbs, staking of concrete walks and ramps, and finished paving, grading and drainage as-built survey for this project improving the safety of the intersection for the community.



MICHAEL PHILLIPS
SENIOR LANDSCAPE ARCHITECT

Mr. Michael Phillips has 38 years of experience in the field of Landscape Architecture. Since 1986, Mr. Phillips has conceptualized, hand sketched and CAD drafted construction documents in the public and private sector. He has been involved with projects ranging from schematic design through final completion, including plant selection, field inspections and project certification. He has produced landscape architecture construction documents that encompass tree survey and tree disposition plans, hardscape layouts and details, grading plans, planting plans, lighting plans and irrigation plans. Additionally, he is well versed in LEED requirements, 'Florida Friendly Landscaping' guidelines, Green Book Standards and FDOT design standards and indexes. Additionally, his input is key in site inventory and analysis, coordinating with our Survey Department to establish the location and species of trees and appraising the dollar value of such trees, which is paramount in the process of developing tree disposition plans and arborist reports followed by landscape plans that preserve existing trees and vegetation.

Project O, Oakland Park, FL: Landscape Architect. KEITH is assisting the Client in developing a KEITH Life mixed-use project including a 10-story residential building including 274 units with a floor above for amenity space, a 500 space 8-story parking garage, and more than 19,000-SF of ground floor retail space. Amenities include a dog park, murals by local artists, and rooftop pool on the 4-acre site. KEITH provides services to the Client including civil engineering, landscape architecture, planning, survey/SUE, and construction program management. The KEITH Team is assisting the Client in resolving civil challenges included in the urban design of the site that had an existing unlimited stormwater outfall to Cherry Creek. KEITH's civil team designed and permitted a drainage system that includes drainage wells, exfiltration trenches, and a controlled outfall that limits discharge to the basin allowing volume, while providing water quality treatment and water quantity requirements within a very tightly designed development.



KELLIE SCHUELER
DIRECTOR OF LANDSCAPE ARCHITECTURE

An experienced landscape architect and dedicated project manager, Kelli Schueler provides planning, design and project management services for a wide variety of project types through all phases of the development process. Her knowledge of the local environment, innovative technologies and sustainable best practices is combined with a creative approach that is detail oriented, ensuring designs are implemented both efficiently and accurately. Kelli has a wide range of project experience, but is most motivated by the opportunity to create special moments within the urban environment where hardscape and architectural elements are thoughtfully combined with green space to create impactful places of respite and community within the urban core.



MICHAEL J. VONDER MEULEN, AICP
VICE PRESIDENT OF PLANNING

Mr. Michael Vonder Meulen has 38 years of local, national, and international experience in urban planning, zoning, and project management systems. Since 1986, Mr. Vonder Meulen's experience has included many phases of public sector and private sector land planning, site planning, and permitting services. He has directed project services from planning, design, and construction management throughout the United States, Caribbean, and South America.

Block 57/Young Circle, Hollywood, FL: Planner. KEITH, as subconsultant, is assisting the Client in the development of this KEITH Life/KEITH Access project on Hollywood's iconic Young Circle that includes approximately 850 multi-family units, 125,000-SF of retail space, and 30,000-SF of Class A office space, and the realignment of approximately 2,000-LF of 12" DIP water main in the heart of downtown. KEITH provides services including civil and transportation engineering, planning, and landscape architecture. The KEITH Team is assisting the Client in coordinating closely with the City of Hollywood CRA and FDOT, the redevelopment of several roadways, including Hollywood Boulevard, Harrison Street, Tyler Street, and 17th Avenue, relocation of all underground infrastructure along 17th Avenue, and relocating all impacted utilities. The KEITH Landscape Architecture team provided urban streetscape design which is multi-functional. Block 57 is bifurcated with a new segment of Hollywood Boulevard allowing clear connection from downtown Hollywood to the beach giving it strategic importance to the community proving that careful Client, consultant, and government agency collaboration makes for spectacular projects.



STEPHEN D. WILLIAMS,SR., PE
VICE PRESIDENT OF CIVIL ENGINEERING

Mr. Stephen Williams has been engaged in civil and transportation engineering design and construction in South Florida since 1970. Mr. Williams has served as the record engineer for numerous transportation, utility, water management, municipal, aviation, recreation, roadway and land development (governmental, residential, mixed-use and commercial) projects in South Florida. These include projects at Florida's Turnpike, Miami International and Fort Lauderdale-Hollywood International Airports and multiple projects for the local municipalities, school districts and universities. Projects have included roadway and site engineering design and analysis (paving, grading, drainage, water and sanitary sewer design and construction administration) for both private and governmental clients. He has served as the general municipal civil engineering consultant to cities of Oakland Park, Miramar, Plantation, Fort Lauderdale, Sunrise, Pompano Beach and Tamarac throughout his career. Notably, Mr. Williams developed a SWMM EXTRAN computer model for the 55,000-acre Indian River Farms Water Control District. Mr. Williams also serves as the Firm's Senior Quality Assurance /Quality Control (QA/QC) Officer and continuously monitors all projects for compliance.

RURAL NEIGHBORHOODS

We proposed a strategic collaboration with Rural Neighborhoods, which continues Pinnacle's collaboration with Rural Neighborhoods that began with the development of the successful Live Oak Villas and Live Oak Villas Phase II affordable housing developments in Fort Pierce over 20 years ago. Rural Neighborhoods is an award-winning, not-for-profit Developer established under §501(c)(3) of the Internal Revenue Code and offers an unmatched record of excellence. It has developed more than 2,300 affordable and workforce rental units throughout 30 rental communities statewide. The Prior Experience Chart illustrates strong expertise in FHFC Low Income Housing Tax Credit (10 projects), SAIL (10), HOME (7), CDBG, and other Federal, state, and local programs. Tax credit investors include Alliant Capital, Citibank, City Real Estate Advisors, Fifth Third Bank, JP Morgan, and PNC Bank. In September 2021, FHFC approved three Monroe County CDBG-DR commitments expected to close and commence construction in November. Rural Neighborhoods has closed on 100% of FHFC awards and has had no defaults since its inception. Rural Neighborhoods is expert in land entitlement, site, and infrastructure development. Everglades Village, a 120-acre Miami-Dade campus, marks large-scale rezoning, site drainage, roads, water distribution and sewer collection success in a comparable flood plain. RN tackles difficult-to-develop parcels including those with environmental hazards, unsuitable soils or wetlands and retains biological consultants and legal counsel to manage environmental and water management issues. From time-to-time it has established special taxing and brownfield districts to meet site lighting, infrastructure needs and leverage additional capital.

Rural Neighborhoods is active in neighborhood revitalization that enhances racial equity and needs of existing residents. It is the neighborhood quarterback in the Latinx and Haitian Eden Gardens–Esperanza Place neighborhood in NE Collier authoring its EP2 Mi Casa – Kominote M Revitalization Plan. RN encourages EP2 investment, entitles land for homeownership, and conducts owner-occupied rehab and rental preservation. This approach ensures equitable housing opportunities for lower income minority residents. Our work entitles land for neighborhood facilities to increase opportunities that promote continued residency and offsets gentrification. In Gainesville, RN is building Deer Creek Senior Housing bordering Elder Care of Alachua County and Northside Park, a $2M renovated park. Rural Neighborhoods' housing plan was competitively selected by the municipality based on its connectivity to adjacent public uses. Rural Neighborhoods has growing Florida Keys experience. It owns and manages Tradewinds Hammock, 62 LIHTC rental units in Key Largo, largely serving low-income BIPOC households between 28% - 60% AMI. Its FHFC-financed Seahorse Cottages I, II and The Avenues rental homes in the Lower Keys constructs 31 modulars replacing homes destroyed in Hurricane Irma. That $14.7M CDBG-DR leveraged investment serves households from 28% - 80% AMI. RN is preparing to construct 88 rentals on Sugarloaf Key. Landings and Dockside obtained unanimous planning approvals and will use FHTC to spread workforce housing throughout the Lower Keys.

STEVEN CRAIG KIRK
PRESIDENT

Steven Kirk is President of Rural Neighborhoods since 1994 joining its predecessor organization in the aftermath of Hurricane Andrew. He began his work with migrant and seasonal farm workers in North Carolina in 1976 and served as a Robert F. Kennedy Memorial Fellow in 1978-1979. He received the Lyndhurst Foundation Young Career Prize in 1985 for civil rights work on behalf of rural workers in the South. Governor Jeb Bush appointed Kirk to the Florida Hurricane Housing Task Force in 2005. In 2006 he received the Housing Assistance Council's Skip Jason Award for Community Service and was named Miami-Dade Agriculturist of the Year in 2008. He received the Agriculturist of the Year award again in 2018 and was named LISC's Rural Champion in 2019.

ABNEY + ABNEY GREEN SOLUTIONS



KYLE ABNEY
LEED® ACCREDITED PROFESSIONAL
ASSOCIATE PRINCIPAL

Kyle Abney is a LEED® Accredited Professional (AP) and a state licensed General Contractor. As founding principal of Abney + Abney Green Solutions, Kyle has first-hand experience with all the green building certifications for both commercial and residential construction in Florida. He founded the firm in 2008. Kyle is immediate past-president of the Florida Green Building Coalition and is a long-standing board member of Solar Energy Loan Fund (SELF) where he served as president from 2015 – 2022. He has earned the prestigious accreditation of NGBS Green Master Verifier and has been named a Partner of Excellence by Home Innovation Research Labs every year since the program's inception. Kyle is a graduate of the University of Florida with a Bachelor's in Architectural Design ('99) and a Master's of Building Construction with a concentration in Sustainable Construction ('01). He has the premier distinction of being the first person in the United States to receive a formal construction degree in green building.



HARMONY ABNEY
CO-FOUNDER

Harmony Abney co-founded Abney + Abney Green Solutions in 2008 and is primarily responsible for the firm's marketing and communications efforts. In addition to ongoing brand awareness activities, she serves as an integral part of the team responsible for coordinating, organizing, and assisting in the implementation of green certification criteria. Further, she is actively involved with owners, architects, and developers to assist in understanding the means, methods, and materials necessary to meet certification requirements.

She is a graduate of Stetson University with a degree in Communication Studies

PROFESSIONAL MANAGEMENT INC.

JAMES R. MITCHELL
PRESIDENT

Professional Management, Inc. (PMI) was formed in 1969 by James R. Mitchell to provide capable and qualified real estate management for institutional and private investors throughout the entire state of Florida. Since its founding, the firm has owned and managed more than 10,000 apartment units, commercial office buildings, condominiums, warehouses, and shopping centers throughout the state of Florida.

He began with only three (3) employees but had a vision of the future. He built Professional Management, Inc. into a management company that today employs over three hundred (300) employees and manages more than 10,000 apartment units throughout the state of Florida. The company has the background and the experience to represent institutional lenders, administering large loan transactions related to low-income housing, rehabilitation, and construction lending.

Professional Management, Inc. has been a developer since the early 1970's and has acquired expertise in all facets of construction commencing with the selection of architects, general contractors, and engineers. Professional Management, Inc. has extensive experience in renovation and rehabilitation of multi-family residential housing as well as involvement in the construction of office buildings and has supervised construction or rehab of approximately 7,000 rental units in the State of Florida. Furthermore, Professional Management, Inc. has extensive experience in government rehabilitation construction programs such as HUD, Moderate Rehabilitation, HUD Co-Insured, Tax-Exempt Bond Programs and Low-Income Housing Tax Credit Programs, HOME and SHIP.

CARRIE L. BREWER
CHIEF EXECUTIVE OFFICER

Oversee the operational, including building maintenance and financial performance of a portfolio of multifamily and mix-used properties to maximize NOI, mitigate risk, and enhance the customer experience for the state of Florida portfolio. Continually assess standard operating procedures to ensure business practices are both effective and efficient. Collaborate across the organization in developing and implementing processes and key initiatives to drive the success of the company. Evaluate each community continually to determine annual capital improvement needs and priorities. Actively participate in the recruitment of management to ensure success in hiring, mentoring and motivating managers. Conduct job performances and salary reviews, and make appropriate staff changes when necessary. Frequently analyze market data to ensure competitive pricing in all regions. Ensure assets are maintained, preserved, and projects are completed to the highest standards. Confirm federal, state, and local regulatory requirements are met, and all team members are well trained in compliance. Monitor and optimize on-site staffing, guide on-site leaders in performance management, recruiting, hiring, and developing team members. Observe occupancy, rent collection and cost to ensure the financial stability of properties. Identify and analyze problems and potential problems. Develop and implement decisions that help the properties achieve the owner's objectives and that are consistent with management company's policies and procedures.

TERRACON

Wherever you are on your project journey, Terracon's employee-owners are ready to meet you where you are and help you reach your goal. Since our founding in 1965, Terracon has grown and evolved to become a thriving, employee-owned, multidiscipline engineering consulting firm. Our more than 6,000 curious minds include engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 175 locations nationwide including an 11-office Florida network. On-time and real-time data-driven insights, provided by our talented employee-owners, create an unmatched client experience that spans the lifecycle of any project from earth to sky.

Terracon consistently ranks as a top 25 design firm by *Engineering News-Record*. Our successful growth has included organic expansion and innovation as well as the acquisition of more than 60 firms with specialized capabilities. A focused and uncompromising dedication to safety has been integral to how we support our employees, clients, and communities.

Throughout the life of your project, we won't just point the way – we'll go with you. From site selection to the design and construction to maintaining the life of the structure, we'll help you achieve success through engineering and scientific expertise, a passion for problem-solving, and a drive to explore.

58 YEARS OF EXPERTISE

Terracon is a dynamic and growing engineering and scientific consulting firm providing multiple related service lines to clients at local, regional, and national levels. Founded as a single office, the firm began as Soil Testing Services of Iowa, Inc. in April 1965. In 1980, the company was renamed Terracon Consultants, Inc., and moved to the Kansas City metropolitan area. The firm is structured with board of directors, officers, executive committee members, executive vice presidents (VPs), senior VPs, VPs, and principals. Terracon is made up of three operating groups: Western, Central, and Eastern. Each operating group consists of divisions.

A Delaware corporation (type: C; large corporation) authorized to transact business in the State of Florida, the firm established its presence in South Florida in 1997 while its local subsidiaries were established in the early 1990s. Terracon is a State of Florida Department of Business and Professional Regulation licensed engineering, geology, and asbestos business; a Florida Department of Health (DOH) certified Radon Measurement Business; and is U.S. Environmental Protection Agency (EPA) certified to conduct lead-based paint (LBP) activities. Terracon is not a certified minority or woman-owned business enterprise; however, it is our policy to strongly support minority, disadvantaged and small business development programs sponsored by local, state, and federal agencies.

We currently have approximately 352 environmental staff members statewide that are licensed and certified. Our highly experienced professional staff include:

- Florida licensed professional engineers, geologists,
- Florida licensed mold assessors, standard inspectors
- Environmental scientists
- Ecologists
- Biologists
- Professional Wetland Scientists
- Foresters
- Marine scientists
- Archaeologists



BRIAN P. BRANDON, PWS
SENIOR ASSOCIATE/ENVIRONMENTAL DEPARTMENT MANAGER

Brian is the Environmental Department Manager in Terracon's Winter Park Florida office. His role at Terracon is managing project assignments and budgets, preparing proposals and bids for environmental services, and developing clientele in the Central and South Florida markets. Brian also oversees a group of environmental scientists, engineers, geologists, and industrial hygienists and participates directly in various environmental projects. Brian's expertise includes wetland delineation, wetland permitting and compliance, wetland functional assessment and mitigation plans, wetland monitoring, habitat assessments, habitat conservation plans, floral/vegetation surveys, threatened and endangered species surveys, migratory bird evaluations, wildlife monitoring, creation and maintenance of avian protection programs, tribal and agency consultation pursuant to the National Environmental Policy Act (NEPA). His experience also includes coordination with the USFWS, FWC, Federal Communications Commission (FCC), various state and tribal historic preservation offices (HPOs), the FDEP, United States Army Corps of Engineers (USACE), and all Florida Water Management Districts for various permitting projects.

Indrio Road Commercial Development – Fort Pierce, FL Senior Staff Scientist for a proposed commercial development. The scope of services includes a wetland assessment and delineation, listed species review, agency review of the wetland delineation, preparation of Uniform Mitigation Assessment Method (UMAM) data sheets, cultural resources review, and environmental permitting.

Kiwanis Park – Coral Springs, FL Senior Project Manager and Senior Scientist. Brian served as technical lead for wetland/drainage project in Broward County. Scope of services included wetland delineation, functional assessment, wetland permitting assistance, and listed species assessment.

Highlands Solar - South Florida Project Manager and Lead Ecologist for multiple natural resource assessments on 2,000-acre ranchland proposed for conversion to a solar farm. The scope of work included delineation and functional assessment of various wetland systems on the site, and coordination with South Florida Water Management District, USACE, and USFWS.

Yeehaw Junction, FL Senior Staff Scientist and Project Manager for land analysis that includes demography of saw palmetto stands, agricultural soil analysis, and land use analysis to determine the correlation between palmetto densities and productivity and available soil nutrients on-site. The 12,000-acre project site was proposed to be utilized for saw palmetto propagation and harvesting.

Endangered Plant Surveys – Polk County, FL Conducted demography survey on the state-endangered blushing scrub balm at a confidential site. Surveys consisted of measuring and recording plant height and width, and counting stems, flowers, and seeds. The data was used to determine germination rates in response to the prescribed fire regiment of the area.

SHUTTS & BOWEN, LLP



ROBERT CHENG
PARTNER

Robert Cheng is a partner in the Miami Office of Shutts & Bowen LLP, where he is a member of the Real Estate Practice Group. Robert concentrates his practice in real estate development and finance. He's experienced in complex real estate transactions, including acquisition, development, construction and permanent loans and loan work-outs for office buildings, retail centers, industrial warehouses, hotels and multi-family residential properties. He represents landlords and tenants in leasing transactions as well as negotiates partnership agreements and limited liability company operating agreements. Robert represents for-profit and not-for-profit developers (including joint ventures with municipal housing authorities) in affordable housing matters throughout the State of Florida.

He counsels developers in all stages of the process, from negotiating purchase contracts or ground leases through the closing of financing necessary to complete the development. Robert frequently handles projects that include multiple layers of debt financing from public and private sources and equity investments from low-income housing tax credit syndicators. Robert is admitted to practice in Florida and New York.

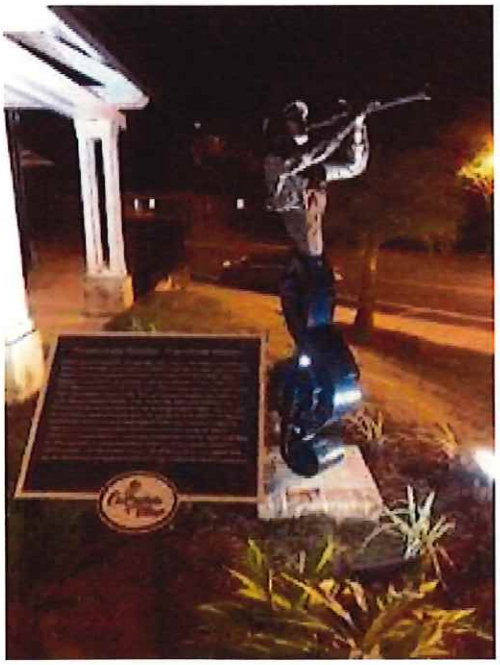
QUALIFICATIONS & REFERENCES

QUALIFICATIONS & REFERENCES
Pinnacle Qualifications and References

CASAÑAS VILLAGE AT FRENCHTOWN SQUARE



Casanas is an 88 unit mixed-income workforce housing community in the heart of the Frenchtown neighborhood. Frenchtown is a historic area of great significance to the African-American community in Tallahassee, once known as a jazz mecca and home to icons Ray Charles and "Cannonball" Adderly. Casañas Village at Frenchtown Square contains an effective blend of one, two and three bedroom residences, with amenities that include a meeting/gathering room, cyber lounge, playground, outdoor covered picnic area and other resident-friendly features. Pinnacle developed Casañas Village at Frenchtown Square in partnership with the locally based non-profit Big Bend Community Development Corporation. The Big Bend Community Development Corporation, established in 2000, has been at the forefront for much of the community revitalization and new residential development throughout the Frenchtown community.



Big Bend CDC and Pinnacle had many important objectives, spurred by community input, in developing this community. First, the development needed to define the Frenchtown corridor given its location of significance on Macomb Street and Old Bainbridge Road, making it highly visible throughout the area. As a result, Casañas Village at Frenchtown Square was designed as a single five-story residential building, with a variety of design features found in Frenchtown such a red brick, bright colors and New Orleans-style balconies. Other common amenities, commercial bays for two 400 sq. ft. "live/work lofts" and under-the-building parking are contained on the first floor of the structure.

Also, Pinnacle and Big Bend CDC were mindful of the history of the community and the land on which it sits. The development itself was named after the Casañas family, and a faithful replica of the Casañas family home was reconstructed on its original foundation, which now serves as the development's leasing office. Pinnacle and Big Bend CDC also commissioned and unveiled a historic sculpture of Frenchtown pioneer Aurelío Angel Casañas. The bronze sculpture portrays Mr. Casañas, an immigrant, community change-maker and part-time musician who emigrated to Frenchtown from Cuba in the late 1800s where he established his family and quickly became a leader in the community. Most notably, Casañas' daughter Aquilina Howell became the first African-American Assistant Superintendent of the Leon County Public Schools and was vital to the peaceful desegregation of Leon County schools throughout the 1960s and 1970s.

BERKELEY LANDING



Berkeley is a newly completed residential community in the City of Riviera Beach at U.S. Highway #1, just west of the Intracostal Waterway and north of Blue Heron Boulevard. Berkeley Landing is a destination community for families and emerging members of the workforce along the revitalized Broadway corridor. Berkeley Landing consists of 110 affordable units, and two additional market-rate units attached to ground floor live/work spaces facing Broadway. This development is a showcase in the City's "Reimagine Riviera Beach" effort as high-quality affordable housing is developed in proximity to world-class recreation, health care, employment, education and more within the city called "Palm Beach County's best kept secret." Berkeley Landing was built by PCDS Construction, a joint venture between Pinnacle's construction affiliate and D. Stephenson Construction, Florida's largest African American owned general contractor.

GIBSON PLAZA COMMUNITY AND EDUCATIONAL CENTER

In Miami's Coconut Grove community, Pinnacle demonstrated how to strategically merge together affordable housing with an educational component. The Gibson Plaza Community and Educational Center consists of 50 elderly affordable units and another 6 market-rate residential units. The development is located in Coconut Grove along Grand Avenue within a 5-story building. The unit mix consists of one and two bedroom units ranging in rents affordable to those at very low income up to market rate rents. Pinnacle joined with Collaborative Development Corporation, a Coconut Grove based 501(c)(3) non-profit organization reflecting the community improvement goals of the Gibson family, which has deep historical roots in Coconut Grove. Gibson Plaza also includes a 3,800 square foot classroom educational component operated by Miami-Dade College, which provides vocational and life skills training to the development's residents and the surrounding Coconut Grove neighborhood.

ART AND PUBLIC PLACES

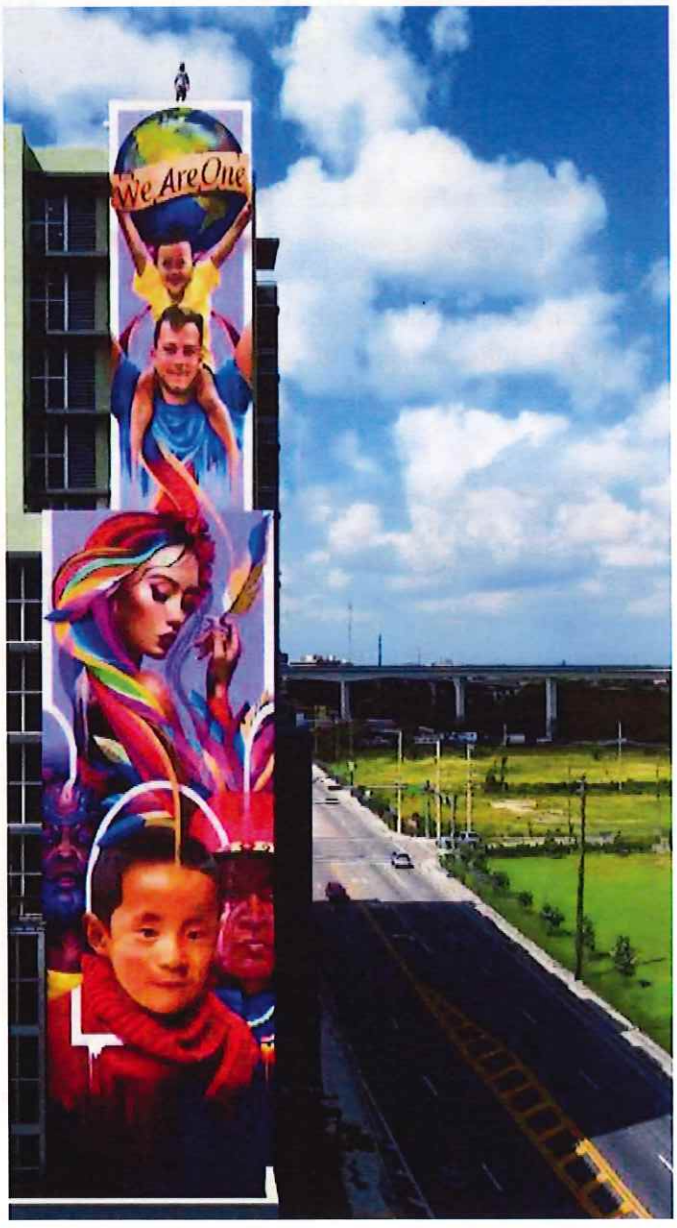
Pinnacle enhances communities through our Art in Public Places program, wherein artwork is donated or leased by Pinnacle partners for each of our developments. This initiative extends to encompass community-wide art projects, such as the Puerto Rico Hope Mural in Miami's Wynwood community, the mural at the Liberty City Police Station in Miami, urban murals in Miami's Overtown community, and participation in the Sheridan Street "Paint the Ugly Wall" Mural Project in Hollywood. With a rich history in Fort Pierce, Pinnacle is dedicated to establishing a unique Art in Public Places program at the site.

The site plan illustrates a magnificent pathway that offers social, health, and physical benefits, connecting the development and fostering connectivity with adjacent properties like the bus terminal and the proposed community facility across the street.

Along the path, history markers (black dots) and art markers (red squares) are strategically placed, depicting the rich history of Fort Pierce. This transformative program celebrates local artists and unites the community through exquisitely crafted pieces throughout the property.

The artwork, generously donated by Pinnacle partners for each of our developments, distinguishes us in the industry. While others have recently emulated this approach, none of our competitors purchase this artwork out of pocket (not as a development expense), nor do they integrate it thoughtfully into the design of the development or the history of the community. We are committed to installing thoughtfully curated sculptures in each residential phase, easily visible to the public, as well as in the community park.







Berkeley Landing, Riviera Beach, FL.



Berkeley is a newly completed residential community in the City of Riviera Beach at U.S. Highway #1, just west of the Intracostal Waterway and north of Blue Heron Boulevard. Berkeley Landing is a destination community for families and emerging members of the workforce along the revitalized Broadway corridor. Berkeley Landing consists of 110 affordable units, and two additional market-rate units attached to ground floor live/work spaces facing Broadway.

RESIDENCES

TOTAL UNITS: 112

- 26—1 Bedroom/1 Bath
- 61—2 Bedroom/2 Bath
- 23—3 Bedroom/2 Bath
- 2—Live/Work Spaces

AFFORDABILITY

- 30% , 60% & 80% of the Average Area Median Income
- Market Rate

FEATURES

- Clubhouse
- Pool & Cabana
- Fitness Center
- Cyber Lounge
- Covered Pavilion
- Children's Playground
- Enclosed Dog Park
- Energy Star Appliances

FINANCIAL PARTNERS

- Bank of America
- National Equity Fund
- Neighborhood Lending Partners
- City of Riviera Beach
- Palm Beach County

PUBLIC ART

- Mariner's Beach by Gregory Moran

Brito's Girl by Romero Brito

REFERENCE

Name and Organization	Project	Phone Number	Email
Jonathan Evans, Riviera Beach City Manager	Berkeley Landing	(561) 845-4000	JEvans@RivieraBeach.org

Gibson Plaza, Coconut Grove, FL.







Gibson Plaza consists of 56 residential units with an emphasis on housing for seniors 62 and older. The development is located in Coconut Grove along Grand Avenue within a 5-story building. The unit mix consists of one and two bedroom units ranging in rents affordable to those at very low income up to market rate rents. The final Certificate of Occupancy was received on 12/1/2015.

RESIDENCES

TOTAL UNITS: 56

- 30—1 Bedroom/1 Bath
- 26—2 Bedroom/ 2 Bath

AFFORDABILITY

- 30% Area Median Income
- 50% Area Median Income
- 60% Area Median Income
- 80% Area Median Income

FEATURES

- Energy Star appliances
- Fitness center
- Library
- Computer lab
- Community room

PUBLIC ART

- Coming together by Kench De-George
- Reaching for the Stars by Clayton Swartz
- Island Totem by Robert McKnight
- Bahama Mama by Alex Yanes

FINANCIAL PARTNERS

- Miami-Dade County
- City of Miami
- Florida Housing Finance Corp.
- Wells Fargo Bank
- Citibank

REFERENCE

Name and Organization	Project	Phone Number	Email
Joseph King, Thelma Gibson Health Initiative and Collaborative Development Corporation	Gibson Plaza	(305) 788-5412	JKing@TghiMiami.org

Casanas Village, Tallahassee, FL.







Casanas Village at Frenchtown Square is an 88 unit mixed-income workforce housing community within the historic Frenchtown neighborhood of Florida's capitol city of Tallahassee. This development, a partnership with the non-profit Big Bend Community Development Corporation, is a single five-story residential building, with the leasing offices for the community contained within the multi-generational Casañas family home that has been preserved as part of the development. Additional common amenities, commercial bays for two "live/work lofts" and under-the-building parking are contained in the first floor of the structure, as well as design elements that harken back to Frenchtown's days as a jazz mecca.

RESIDENCES

TOTAL UNITS: 88

- 20—1 Bedroom/1 Bath
- 53—2 Bedroom/2 Bath
- 15—3 Bedroom/2 Bath

AFFORDABILITY

- 33% Area Median Income
- 60% Area Median Income
- Market Rate

FEATURES

- Energy Star appliances
- Fitness center
- Library
- Computer lab
- Community room

PUBLIC ART

- Sculpture of Frenchtown pioneer Aurelío Angel Casañas

FINANCIAL PARTNERS

- Miami-Dade County
- City of Miami
- Florida Housing Finance Corp.
- Wells Fargo Bank
- Citibank

REFERENCE

Name and Organization	Project	Phone Number	Email
Tom Lewis, Big Bend Community Development Corp.	Casanas Village	(850) 228-9756	Nupe1963@aol.com

Pinnacle Experience

SEE NEXT PAGE

Pinnacle's library of developments, over 11,000 total units, 70 plus properties, with seven properties under construction currently. This table also capture the company funding ability, construction capability, green certification, and timely development completions ability.

Development		Address	Folio #	About	Financing Source	Total Dev Cost	Green Certification	General Contractor	Completion Timeline
	The Gardens at Casa Familia Phase 3	11025 SW 84th Miami, FL 33173	30-4031-0000-0170	50 units: 50 - 1BR	LIHTC $20,157,984 NHTF $1,600,000 Surtax (Miami-Dade) $2,000,000 FHFC DD Grant $4,600,000	$ 28,978,168	LEED	PC Building, LLC	Start: February 2025 Completion: August 2026
	Residences at Casa Familia Phase 2	North of 84th and 109th Ave. Miami, FL 33173	30-4031-0000-0170	4 Unit: 6BR Homes	Legislative Appropriation Funding $1,585,000	TBD	LEED	PC Building, LLC	Start: June 2025 Completion: July 2026
	Old Cutler Village Phase 2	10415 Old Cuter Rd., Miami, FL 33190	30-6017-021-0010	120 units: 29 - 1BR 54 - 2BR 37 - 3BR	LIHTC $32,159,905 Conventional Loan $9,075,000 Miami-Dade County Surtax Loan $6,000,000	$ 49,908,275	NGBS	PC Building, LLC	Start: June 2024 Completion: December 2025
	Pinnacle at La Cabana	8911 Miramar Prkwy., Miramar, FL 33025	5141-29-19-0010	110 units: 65 - 1BR 45 - 2BR	LIHTC $27,376,262 NLP $5,600,000 FHFC Viability Loan $4,300,000 LGAO $656,000 United Way of Broward Co. $750,000	$ 41,292,647	NGBS	PC Building, LLC	Start: January 2024 Completion: June 2025
	Caribbean Isles	19755 SW 110th Ct., Miami, FL 33157	30-6006-067-0010	104 units: 66 -1BR 38- 2BR	LIHTC $35,454,692 Tax Exempt Bonds $40,000,000 CDBG (Miami Dade) $6,500,000 SURTAX (Miami-Dade) $3,500,000	$ 82,981,954	NGBS	PC Building, LLC	Start: November 2024 Completion: April 2026
	Pinnacle at the Wesleyan	4151 Wesley Creekside Dr., Kissimmee, FL 34741	18-25-29-2148-0001-0030	96 units: 12 - 1BR 60 - 2BR 24 - 3BR	LIHTC $16308769 NLP 5,680,000 Viability Loan FHFC $4,300,000 Osceola County $4,500,000 City of Kissimmee $500,000	$ 33,952,618	NGBS	By Other	Start: December 2023 Completion: April 2025
	Pinnacle 441 PH 2	6028 Johnson St., Hollywood, FL 33024	5141-13-04-0080	100 units: 30 - 1BR 47 - 2BR 22 - 3BR	LIHTC $19,293,920 Tax Exempt Bonds $22,000,000 SAIL $4,000,000 SAIL - ELI $750,000 NHTF $1,850,000 Broward County $10,000,000 City of Hollywood $1,000,000	$ 47,756,020	NGBS	PC Building, LLC	Start: October 2023 Completion: February 2025
	Ezelle	Sinclair Rd., Kissimmee, FL 34747	22-25-27-5245-0001-0010	312 units: 24 Studio 96 - 1BR 156 - 2BR 36 - 3BR	LIHTC $16,308,769 NLP $5,783,600 FHFC Viability Loan $4,300,000 Osceola $4,500,000 Kissimmee $500,000	$ 77,459,759	NGBS	By Other	Start: April 2022 Completion: April 2024
	Pinnacle at Tropical Pointe	SW 135th Ave & SW 252 St., Homestead, FL 33032	30-6926-000-0090 30-6926-000-0330 30-6926-000-0321	215 units: 33 - 1BR 130 - 2BR 42 - 3BR 10 - 4BR	LIHTC $6,032,391 Tax Exempt Bond $15,812,000	$ 24,073,107	NGBS	PC Building, LLC	Start: April 2023 Completion: August 2024
	Pinnacle 441 Phase 1	890 N St Rd 7, Hollywood, FL 33024	5141-13-40-0010	113 units: 14 - 1BR 64 - 2BR 35 - 3BR 1 - Live Work 6,780sqft Retail	LIHTC $31,787,621 NLP $9,200,000 SHIP (Broward County) $100,000 Broward County $1,800,000	$ 45,426,868	NGBS	PC Building, LLC	Start: August 2022 Completion: May 2024
	Berkeley Landing	3100 Broadway, Riviera Beach, FL 33404	56-43-42-28-71-001-0000	112 units: 26 - 1BR 61 - 2BR 23 - 3BR 2 - Live Work	LIHTC - 9% (FHFC) $27,453,504 NLP $7,800,000 County SHIP $1,090,000 City of Riviera $640,000	$ 39,375,922	NGBS	PC Building, LLC	Start: September 2022 Completion: May 2024
	Bimini Cove	2500 SW 22 Terr Fort Lauderdale, FL 33312	5042-20-60-0020	140 units: 80 - 1BR 58 - 2BR 2 - 2.5BR New Construction High-rise Market Rate	Investor Equity - $13,000,000 Construction Loan - $24,000,000	$ 37,000,000	NGBS	PC Building, LLC	Start: Estimated - May 1, 2021 Completion: Dec. 31, 2022
	Cannery Row at Redlands Crossing	14380 SW 261 Street, Naranja, FL 33032	30-6927-015-0010	112 units: 73 - 1BR 39 - 2BR New Construction High-rise/Elderly Affordable 28% & 60% AMI	LIHTC - 9% (FHFC) $22,099,468 Surtax (Miami-Dade County) $4,300,000	$ 30,216,304	NGBS	PCDS Construction, LLC	Start: Oct. 5, 2020 Completion: Dec. 31, 2021
	The Grove at Sweetwater Preserve	125 SE 19TH PL Gainesville, FL 32641	15969-003-000	96 units: 24 - 1BR, 36 - 2BR, 28 - 3BR 8 - 4BR Redevelopment Garden Style/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $10,596,065 SAIL (FHFC) $5,090,000 Gainesville Housing Authority $455,000 City of Gainesville $37,500	$ 21,330,277	NGBS	By Other	Start: May 13, 2019 Completion: July 6, 2020
	Pinnacle at Peacefield	2314 Adams Street Hollywood, FL 33020	5142-16-01-1380	120 units: 72 - 1BR 48 - 2BR New Construction Garden Style/Elderly Affordable 30% & 60% AMI	LIHTC - 9% (TDHCA) $23,942,955 City of Hollywood $578,000	$ 29,960,610	NGBS	PHG Builders, LLC	Start: Dec. 20, 2018 Completion: March 31, 2020

	Verbena	28250 S. Dixie Highway Miami-Dade County, FL 33033	30-7904-000-0231	110 units: 39 - 1BR 60 - 2BR 11 - 3BR New Construction Mid-rise/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $21,847,815 SURTAX (Miami-Dade County) $4,100,000	$ 29,693,346	NGBS	PHG Builders, LLC	Start: Dec. 24, 2018 Completion: March 31, 2020
	Caribbean Village	19755 SW 110th Ct. Miami-Dade County, FL 33157	30-6006-067-0010, 30-6006-067-0015	123 units: 85 - 1BR 38 - 2BR New Construction High-rise Ederly Affordable 30% & 60% AMI	LIHTC - 4%(FHFC) $12,301,177 TAX EXEMPT BONDS - $16,500,000 GOB GRANT - $5,000,000 SURTAX (Miami-Dade County) $6,737,937 HOME (Miami-Dade) $500,000 SAIL (FHFC) $5,362,400	$ 32,667,582	NGBS	PHG Builders, LLC	Start: June 28, 2018 Completion: Oct. 31, 2019
	La Vida at Blue Lagoon	6600 Northwest 7th Street Miami, FL 33126	30-4002-049-0030	272 units: 112 - 1BR 144 - 2BR 16 - 3BR New Construction High-rise Market Rate	Investor Equity - $25,200,000 Construction Loan - $46,500,000	$ 71,700,000	N/A	PHG Builders, LLC	Start: Dec. 15, 2017 Completion: July 23, 2019
	Casanas Village at Frenchtown Square	448 W. Georgia Street Tallahassee, FL 32301	21-3650-004-5080	88 units: 20 - 1BR 53 - 2BR 15 - 3BR New Construction Mid-rise/Family Workforce/Mixed-Income 33% & 60% AMI	LIHTC - 9% (FHFC) $16,608,339 SAIL (FHFC) $2,000,000	$ 20,349,268	NGBS	By Other	Start: Nov. 15, 2016 Completion: Sep. 27, 2018
	LaMadrid Apartments	11320 Manchaca Road Austin, Texas 78748	513532	95 units: 12 - 1BR, 48 - 2BR, 10 - 3BR 25 Townhomes: 6 - 1BR, 5 - 2.5BR, 14 - 3/2.5BR New Construction/Family Garden Style & Townhomes Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $13,380,000 City of Austin (RHDA) $3,300,000	$ 20,400,000	NGBS	By Other	Start: Oct. 31, 2016 Completion: Sep. 21, 2018
	Pinnacle at Hammock Crossings	2212-2218 Hammock Square Drive Lynn Haven, FL 32444	11667-280-007	92 units: 14 - 1BR 60 - 2BR 18 - 3BR New Construction Garden Style/Family Affordable 40% & 60% AMI	LIHTC - 9% (FHFC) $12,252,775 SAIL (FHFC) $2,290,000	$ 16,408,127	FGBC	By Other	Start: Dec. 20, 2016 Completion: July 13, 2018
	Pinnacle Heights	3530 NW 36 St. Miami, FL 33142	01-3128-014-0060, 01-3128-014-0080	109 units: 25 - 1BR 66 - 2BR 18 - 3BR New Construction High-rise/Family Affordable & Market Rate	LIHTC - 9% (FHFC) $28,423,147	$ 31,531,969	NGBS	PHG Builders, LLC	Start: Jul. 25, 2016 Completion: Dec 22, 2017
	Stillhouse Flats	2926 Cedar Knob Road Harker Heights, Texas 76548	470242	96 units: 22 - 1BR 50 - 2BR 24 - 3BR New Construction/Family Garden Style & Townhomes Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $14,180,000 Local Government Contribution $352,000	$ 16,800,000	NGBS	By Other	Start: Mar. 30, 2016 Completion: Dec. 12, 2017
	Oakland Preserve	3600 NE 2 Ave, Oakland Park, FL 33334	494-222-540-010	80 units: 12 - 1BR 48 - 2BR 20 - 3BR New Construction Garden Style Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $14,994,250 HOME (Broward County) $100,000	$ 17,062,517	NGBS	PHG Builders, LLC	Start: July 20, 2016 Completion: Sep. 14, 2017
	Villages at Tarpon	500 S. Walton Avenue Tarpon Springs, FL 34689	12-27-15-89982-049-0400	95 units: 26 - 0BR 69 - 1BR Rehab Garden Style Ederly 40% & 60% AMI	LIHTC - 9% (FHFC) $12,095,990 LCHC Grant (Pinellas County) $500,000	$ 13,805,015	N/A	PHG Builders, LLC	Start: Oct. 2015 Completion: Mar. 29, 2017
	Art at Bratton's Edge	15405 Long Vista Drive Austin, TX 78728	363315	76 units: 16 - 1BR 44 - 2BR 16 - 3BR New Construction Garden Style/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $11,086,891 Travis County Housing Finance Corporation $122,400	$ 14,300,800	NGBS	By Other	Start: Mar. 1, 2015 Completion: Jan. 5, 2017
	Barron's Branch I & II	817 Colcord Ave Waco, Texas 76707	375102, 375103, 376505, 376506	168 units: 30 - 1BR, 86 - 2BR, 48 - 3BR, 4 - 4BR New Construction Garden Style/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $20,331,756	$ 16,741,808	NGBS	By Other	Start: Jul. 1, 2014 Completion: March 3, 2016
	Liberty Pass	17321 Lookout RD Schertz, TX 78154	391130	104 units: 12 - 1BR, 62 - 2BR, 26 - 3BR 4 - 4BR New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (FHFC)	$ 19,600,574	NGBS	By Other	Start: March 1, 2015 Completion: March 1, 2016

	Tupelo Vue	525 NW Avenue G Winter Haven, FL 33881	26-28-20-568500-004220	70 units: 16 - 1BR 38 - 2BR 16 - 3BR New Construction Mid-rise/Family Affordable 40% & 60% AMI	LIHTC - 9% (FHFC) $12,200,380	$ 15,000,000	NGBS	PHG Builders, LLC	Start: Jan. 31, 2015 Completion: Mar. 1, 2016
	Brickell View Terrace	117 SW 10th Street Miami, Florida 33130, FL 33130	01-4138-170-0010, 01-4138-170-0050	176 units: 36 - 1BR 100 - 2BR 40 - 3BR New Construction High-rise/Family Affordable & Market Rate 28% & 60% AMI	LIHTC - 9% (FHFC) $25,607,439 SURTAX (Miami-Dade County) $1,825,000 HOME (City of Miami) $2,000,000	$ 31,980,986	LEED Silver	PHG Builders, LLC	Start: July, 2013 Completion: April 12, 2016,
	Summit Parque	12777 Merit Drive Dallas, Texas 75251	007729000C0040000	100 units: 30 - 1BR 49 - 2BR 19 - 3BR New Construction Mid-rise/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $14,870,000	$ 23,900,000	NGBS	By Other	Start: March 1, 2014 Completion: March 1, 2015
	Gibson Plaza	3629 Grand Avenue Coconut Grove, FL 33133	01-4121-007-3850	56 units: 30 - 1BR 26 - 2BR New Construction Mid-rise/Elderly Affordable 30%, 50%, 60% & 80% AMI	Building Better Communities General Obligation Bond (GOB) $8,500,000	$ 14,700,000	N/A	PHG Builders, LLC	Start: June 2013 Completion: March 2015
	Saige Meadows	13488 HWY 69 N. Tyler, TX 75706	150000300000001000	92 units: 22 - 1BR, 44 - 2BR, 26 - 3BR 22 Townhomes: 6 - 2.5BR, 16 - 3/2.5BR New Construction/Family Garden Style/Townhome Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $11,870,348	$ 9,401,010	NGBS	By Other	Start: April 1, 2014 Completion: Jan. 31, 2015
	Pinnacle at Tarpon River	805 SE 3rd Ave Fort Lauderdale, FL 33316	5042-10-28-0860	112 units: 27 - 1BR 65 - 2BR 20 - 3BR New Construction High-rise/Family Affordable 25% & 60% AMI	LIHTC - 9% (FHFC) $27,143,885 Broward County $125,000	$ 31,222,809	LEED Silver	PHG Builders, LLC	Start: Feb. 3, 2014 Completion: April 2015
	East Pointe Place	3501 Dale Street Fort Myers, FL 33916	2417-111-0002-000-10, 18-44-25-P3-03518.0010, 18-44-25-P3-03519.0010	86 units: 10 - 1BR 46 - 2BR 30 - 3BR New Construction Garden Style/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $15,853,415	$ 17,696,476	LEED Platinum	By Other	Start: Feb. 15, 2013 Completion: Dec. 31, 2013
	Landings at East Pointe	3701 Nelson Tillis Blvd Fort Myers, FL 33916	17-44-25-P4-00300.0100, 17-44-25-P4-00300.0210	126 units: 20 - 1BR, 52 - 2BR, 36 - 3BR 18 - 4BR New Construction/Rehab Garden Style Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $15,777,922	$ 19,702,131	LEED Platinum	By Other	Start: Dec. 19, 2012 Completion: Dec. 31, 2013
	Amberwood Place	411 W Hawkins Pkwy Longview, TX 75605	1173088	78 units: 12 - 1BR, 32 - 2BR, 32 - 3BR, 2 - 4BR New Construction Garden Style/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $8,740,526	$ 10,000,000	N/A	By Other	Start: Mar. 2012 Completion: May 2014
	La Ventana	2109 Hwy 351 Abilene, TX 79601	986208	84 units: 16 - 1BR, 36 - 2BR, 28 - 3BR 4 - 4BR New Construction Garden Style/Family Affordable & Market Rate 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $6,462,643	$ 9,500,000	N/A	By Other	Start: Mar. 2012 Completion: May 2014
	Amistad Apartments	571 SW 9th Street Miami, FL 33130	30-7904-000-0239	89 units: 44 - 1BR 36 - 2BR 9 - 3BR New Construction High-rise/Homeless Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $18,888,736 HOME (FHFC) $4,450,000 HOME (Miami-Dade County) $1,000,000	$ 24,531,484	N/A	PHG Builders, LLC	Start: Dec. 2012 Completion: Dec. 2013
	Tylor Grand	3702 Rolling Green Drive Abilene, Texas 79606	983076	120 units: 32 - 1BR, 64 - 2BR, 20 - 3BR 4 - 4BR New Construction Garden Style/Family Affordable 30%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $13,914,133	$ 16,000,000	NGBS	By Other	Start: Mar. 29, 2012 Completion: April 2, 2013
	Kings Terrace	12555 NW 27th Avenue, Miami, FL 33167	30-2127-026-0010	300 units: 40 - 1BR, 156 - 2BR, 72 - 3BR 32 - 4 BR New Construction Garden Style/Family Affordable 50% & 60% AMI	Multifamily Mortgage Revenue Bonds (MMRB) $24,000,000 LIHTC - 4% (FHFC) Neighborhood Stabilization Program (NSP) $17,000,000 HOME (FHFC) $5,000,000	$ 53,405,000	N/A	PHG Builders, LLC	Start: Oct. 7, 2011 Completion: Sep. 26, 2012

	Pinnacle at North Chase	3851 N. Broadway Ave Tyler, TX 75702	150000050012001000	120 units: 32 - 1BR, 64 - 2BR, 20 - 3BR 4 - 4BR New Construction Garden Style/Family Affordable 33%, 50% & 60% AMI	LIHTC - 9% (TDHCA) $12,596,114	$ 14,793,000	N/A	By Other	Start: May 2, 2011 Completion: June 18, 2012
	Pinnacle at Avery Glen	3801 N. Pine Island Road Sunrise, FL 33351	49-4120620010	140 units: 36 - 1BR 68 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable 28% & 60% AMI	LIHTC - 9% (FHFC) $17,198,280 Tax Credit Exchange Program (TCEP) $6,190,000 HOME (Broward County) $250,000	$ 26,446,882	FGBC	PHG Builders, LLC	Start: Dec. 2010 Completion: Jan. 2012
	Oak Ridge Estates	343 S. Gross Ave Tarpon Springs, FL 34689	12-27-15-89982-042-0300	62 units: 8 - 1BR 42 - 2BR 12 - 3BR New Construction Townhouses/Garden Family Affordable 30%, 35% & 60% AMI	LIHTC - 9% (FHFC) $7,495,050 Pinellas County Grant Program $600,000 Tax Credit Exchange Program (TCEP) $3,100,000	$ 11,373,000	FGBC	PHG Builders, LLC	Start: Nov. 1, 2010 Completion: Sep. 14, 2011
	Pinnacle at Hammock Square	2200 Hammock Square Drive Lynn Haven, FL 32444	11667-280-006	100 units: 16 - 1BR 60 - 2BR 24 - 3BR New Construction Garden Style/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $8,133,187	$ 15,700,000	FGBC	By Other	Start: Oct. 14, 2010 Completion: Aug. 31, 2011
	Vista Mar	3606 NW 5th Avenue Miami, FL 33127	01-3124-039-0012	110 units: 11 - 1BR, 64 - 2BR, 35 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $21,765,500 Tax Credit Assistance Program - (TCAP) $2,884,100 HOME - (FHFC) $115,900 SURTAX - (Miami-Dade County) $1,609,336 NSP $733,333	$ 27,800,000	LEED Silver	PHG Builders, LLC	Start: May 14, 2010 Completion: Aug. 25, 2011
	Pinnacle at Mariner's Village	18400 28th Street Long Beach, MS 39560	0610O-01-011.001, 0610K-01-001.004	108 units: 18 - 1BR 54 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable & Market Rate 80% & 120% AMI	CDBG Disaster Recovery (Mississippi Development Authority) $7,020,000	$ 12,900,000	N/A	By Other	Start: Aug. 4, 2010 Completion: July 29, 2011
	Orchid Grove	750 NW 8th Street Florida City, FL 33035	16-7824-004-0290	80 units: 8 - 1BR, 32 - 2BR, 24 - 3BR 16 - 4BR New Construction Garden Style Family Affordable 33%, 40% & 60% AMI	Tax Credit Exchange Program (TCEP) $12,674,248 Tax Credit Assistance Program (TCAP) $3,430,567 HOME (FHFC) $115,900	$ 16,600,000	FGBC	PHG Builders, LLC	Start: April 30, 2010 Completion: Feb. 11, 2011
	Cypress Cove	930 5th Street Winter Haven, FL 33881	262817-000000-013010	80 units: 12 - 1BR, 40 - 2BR, 24 - 3BR 4 - 4BR New Construction Garden Style/Family Affordable 40% & 60% AMI	Tax Credit Exchange Program (TCEP) $10,242,500 Tax Credit Assistance Program (TCAP) $2,995,167 HOME (FHFC) $130,000	$ 14,500,000	FGBC	PHG Builders, LLC	Start: April 14, 2010 Completion: Dec. 23, 2010
	Camacol Tower	1401 W. Flagler Street Miami, FL 33135	01-4102-087-0010	100 units: 54 - 1BR 45 - 2BR 1 - 3BR New Construction High-rise/Ederly Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $21,382,212 SURTAX (Miami-Dade County) $4,972,134	$ 28,538,441	N/A	PHG Builders, Inc.	Start: Dec. 30, 2008 Completion: Mar. 5, 2010
	Pinnacle Plaza	3650 NW 36th St. Miami, FL 33142	01-3128-014-1830	132 units: 23 - 1BR 96 - 2BR 13 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $23,852,068 SURTAX (Miami-Dade County) $6,209,529 HOME (City of Miami) $949,938	$ 34,641,291	N/A	PHG Builders, Inc.	Start: June 19, 2008 Completion: Sep. 11, 2009
	Pinnacle Place	5600 NE 4th Ave Miami, FL 33138	01-3113-065-0330	137 units: 37 - 1BR 80 - 2BR 20 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $24,043,220 SURTAX (Miami-Dade County) $5,671,004	$ 33,794,212	N/A	By Other	Start: Aug. 16, 2007 Completion: Aug. 6, 2009
	Golden Square	1415 NW 18th Drive Pompano Beach, FL 33069	4842 34 18 0030	182 units: 10 - 1BR, 86 - 2BR, 74 - 3BR 12 - 4BR New Construction Garden Style/Family Affordable 30%, 35% & 60% AMI	LIHTC - 9% (FHFC) $20,939,000 CDBG Disaster Recovery (City of Pompano Beach) $610,703 Affordable Housing Program (Broward County) $125,000	$ 28,000,000	N/A	By Other	Start: April 2008 Completion: Oct. 2009
	Golden Villas	1325 NW 18th Drive Pompano Beach, FL 33069	4842 34 18 0031	120 units: 40 - 1BR 56 - 2BR 24 - 3BR New Construction Garden Style/Family Affordable 25%, 30% & 60% AMI	LIHTC - 4% (FHFC) $11,000,000 Rental Recovery Loan Program (FHFC) $11,474,872 Affordable Housing Program (Broward County) $250,000	$ 20,800,000	N/A	By Other	Start: April 2008 Completion: Oct. 2009

	Postmaster Apartments	8800 SW 8th St. Miami, FL 33174	30-4009-004-0200	55 units: 48 - 1BR 7 - 2BR New Construction Mid-rise/Elderly Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $4,546,205 SURTAX (Miami-Dade County) $5,000,000	$ 9,796,686	N/A	PHG Builders, Inc.	Start: Mar. 31, 2008 Completion: Mar. 31, 2009
	Friendship Tower	1551 NW 36th Street Miami, FL 33142	01-3123-019-0120	92 units: 54 - 1BR 38 - 2BR New Construction High-rise/Elderly Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $22,399,760 Rental Recovery Loan Program (FHFC) $5,024,813	$ 27,977,667	N/A	PHG Builders, Inc.	Start: Dec. 14, 2007 Completion: April 10, 2009
	Pinnacle at Magnolia Pointe	1240 Parklane Dr. McComb, MS 39648	582871-F, 582871-FA	108 units: 12 - 1BR 60 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable 50% & 60% AMI	LIHTC - 9% (FHFC) $14,293,662	$ 16,691,000	N/A	By Other	Start: Oct. 26, 2007 Completion: Dec. 8, 2008
	Highland Gardens	333-335 NE 48th Street Deerfield Beach, FL 33064	4842 12 30 0020, 4842 12 30 0010	100 units: 65 - 1BR 35 - 2BR Rehab/Garden Style Ederly/Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $14,398,560	$ 17,000,000	N/A	PHG Builders, Inc.	Start: Oct. 2007 Completion: Nov. 26, 2008
	Pinnacle Square	8300 NE 1 Place Miami, FL 33138	01-3112-008-0160	110 units: 38 - 1BR 52 - 2BR 20 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $22,729,733 SURTAX (Miami-Dade County) $3,178,496 Affordable Housing Trust Funds (City of Miami) $943,498	$ 28,336,499	N/A	By Other	Start: July 9, 2007 Completion: Jan. 23, 2009
	Live Oak Villas II	919 S. 25th Street Fort Pierce, FL 34947	2417-111-0002-000-1	80 units: 17 - 1BR 24 - 2BR 39 - 3BR New Construction Garden Style/Family Affordable 35% & 60% AMI	LIHTC - 9% (FHFC) $11,449,205	$ 14,000,000	N/A	PHG Builders, Inc.	Start: Jan. 29, 2007 Completion: Dec. 28, 2007
	Pinnacle Park	7901 NW 7th Ave Miami, FL 33150	01-3112-099-0010	135 units: 23 - 1BR 101 - 2BR 11 - 3BR New Construction High-rise/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $23,782,646 SURTAX (Miami-Dade County) $2,448,608 HOME (City of Miami) $674,000	$ 31,154,529	N/A	PHG Builders, Inc.	Start: Aug. 30, 2006 Completion: June 12, 2008
	Goodbread Hills	950 Edgehill Circle, Tallahassee, FL 32303	21-25-20-981-0000	93 units: 9 - 1BR, 48 - 2BR, 18 - 2/2.5BR, 18 - 3/2.5BR New Construction Townhouses/Family Affordable & Market Rate 30% & 60% AMI	LIHTC - 9% (FHFC) $10,096,990 Community Redevelopment Agency Grant (City of Tallahassee) $925,000	$ 13,600,000	N/A	By Other	Start: July 3, 2006 Completion: Aug. 16, 2007
	Crystal Lakes	2900 N. 24th Ave Hollywood, FL 33020	5142-04-19-0010, 5142-04-01-4490	190 units: 18 - 1BR, 96 - 2BR, 60 - 3BR 16 - 4BR New Construction Garden Style/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $17,376,000 State Housing Initiative Program (SHIP) $371,550 HOME (Broward County) $250,000 HOME (City of Hollywood) $500,000	$ 28,200,000	N/A	By Other	Start: Dec. 29, 2006 Completion: Jan. 2008
	Corinthian	7725 NW 22nd Avenue Miami, FL 33147	30-3110-077-0010	126 units: 27 - 1BR, 61 - 2BR, 35 - 3BR 3 - 4BR New Construction Garden Style/Family Affordable 30% & 60% AMI	LIHTC- 9% (FHFC) $10,393,961 SURTAX (Miami-Dade County) $5,400,000	$ 20,157,233	N/A	PHG Builders, Inc.	Start: Feb. 6, 2006 Completion: July 2007
	Los Suenos	500 NW 36th ST. Miami, FL 33127	01-3125-021-0050	179 units: 18 - 1BR 112 - 2BR 49 - 3BR New Construction High-rise/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $20,540,346 HOME (City of Miami) $1,990,000 SURTAX (Miami-Dade County) $4,500,000	$ 33,708,902	N/A	PHG Builders, Inc.	Start: July 22, 2005 Completion: July 2007
	Pinnacle at Hammock Place	2909 Minnesota Ave Panama City, FL 32444	11801-005-010	132 units: 24 - 1BR 72 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $6,760,777	$ 11,300,000	N/a	PHG Builders, Inc.	Start: July 19, 2004 Completion: June 2005
	Live Oak Villas	919 S. 25th Street Fort Pierce, FL 34947	2417-111-0002-000-1	104 units: 12 - 1BR, 12 - 2BR, 64 - 3BR 16 - 4BR New Construction Garden Style Family/Farmworker Affordable 50% & 60% AMI	LIHTC - 9% (FHFC) $7,295,173 State Housing Initiative Program (SHIP) $75,000	$ 11,000,000	N/A	PHG Builders, Inc.	Start: May 18, 2004 Completion: Mar. 2005

	Pinnacle at Abbey Park	1921 Abbey Road West Palm Beach, FL 33415	00-42-44-11-35-003-0000	160 units: 112 - 2BR 48 - 3BR New Construction Garden Style Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $3,610,787 Multifamily Mortgage Revenue Bonds (MMRB) $10,950,000	$ 16,090,983	N/A	By Other	Start: Mar. 17, 2003 Completion: June 2004
	Pinnacle Pines	501 Live Oak Ave Haines City, FL 33844	27-27-29-778600-000011	156 units: 48 - 1BR 72 - 2BR 36 - 3BR New Construction Garden Style/Family Affordable 30% & 60% AMI	LIHTC - 9% (FHFC) $9,358,992	$ 13,800,000	N/A	By Other	Start: Feb. 23, 2005 Completion: Jan. 2006
	Pinnacle Village	801 N. Powerline Road Pompano Beach, FL 33069	4842-33-54-0010	148 units: 9 - 1BR 95 - 2BR 44 - 3BR New Construction Townhomes/Family Affordable 60% AMI	LIHTC- 4% (FHFC) $6,678,562 Multifamily Mortgage Revenue Bonds (MMRB) $9,200,000	$ 15,800,000	N/A	PHG Builders, Inc.	Start: July 17, 2003 Completion: Dec. 2005
	Pinnacle Grove	1810 Woodland Circle Vero Beach, FL 32967	49979	234 units: 78 - 1BR, 108 - 2BR 48 - 3BR New Construction Garden Style/Family Affordable 50% & 60% AMI	LIHTC - 9% (FHFC) $5,736,222 HOME $3,000,000 Tax Exempt Bonds $8,350,000 Good Faith Deposit $91,000	$ 18,030,657	N/A	By Other	Start: Jan. 2003 Completion: Dec. 2003
	Pinnacle Pointe	13301 Amber Lake Blvd. Orlando, Florida 32824	25-24-29-0000-00-011	268 units: 60 - 1BR, 88 - 2BR, 80 - 3BR 40 - 4BR New Construction Garden Style/Family Affordable 60% AMI	LIHTC - 9% (FHFC) $5,599,730 Tax Exempt Bonds $15,815,000 SAIL $2,000,000	$ 22,772,306	N/A	By Other	Start: July 2003 Completion: July 2004
	Old Cutler Village		30-6017-021-0010	288 units: 32 - 1BR, 160 - 2BR 64 - 3/2BR 32 - 4/2BR New Construction Garden Style/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $13,526,959 1st Mortgage (Fannie Mae) $10,900,000 HOME (Miami-Dade) $2,005,000 SURTAX (Miami-Dade) $1,250,000	$ 27,913,748	N/A	By Other	Start: Aug. 15, 2002 Completion: Nov. 2003
	Pinnacle Palms	601 Executive Center Drive West Palm Beach, FL 33401	74-43-43-20-01-006-0010	152 units: 76 - 1BR 76 - 2BR New Construction Mid-rise/Elderly Affordable 25% & 60% AMI	LIHTC - 9% (FHFC) $3,389,901 SAIL $1,579,000 Tax Exempt Bonds $8,500,000	$ 16,417,890	N/A	By Other	Start: May 2001 Completion: February 2003
	Pinnacle Lakes	18701 NE 3 CT. Miami, FL 33179	30-2206-000-0110	226 units: 38 - 1BR, 142 - 2BR, 39 - 3BR 7 - 4BR New Construction Garden Style/Family Affordable 60% AMI	LIHTC - 9% (FHFC) $4,453,391 Tax Exempt Bonds (Miami-Dade) $8,650,000 SURTAX (Miami-Dade County) $750,000	$ 16,014,681	N/A	By Other	Start: Feb. 2002 Completion: Feb. 2003
	Rayos del Sol	185 NW 13th Ave. Miami, FL 33128	01-4102-005-9300	199 units: 139 - 2BR 60 - 3BR New Construction High-rise/Family Affordable 33% & 60% AMI	LIHTC - 9% (FHFC) $11,989,623 1st Mortgage (Fannie Mae) $6,900,000 SAIL Loan $2,000,000 SURTAX (Dade County) $1,750,000	$ 23,434,276	N/A	By Other	Start: June 2001 Completion: Mar. 2003
	Pinnacle Cove	525 Pinnacle Cove Boulevard Orlando, Florida 32824	25-24-29-5561-00-030	420 units: 36 - 1BR, 216 - 2BR, 144 - 3BR 24 - 4BR New Construction Garden Style/Family Affordable 28% & 60% AMI	LIHTC - 9% (FHFC) $15,360,553 1st Mortage (Conv.) $16,950,000	$ 33,481,792	N/A	By Other	Start: June 2001 Completion: March 2002
	Pinnacle View	225 NE 23rd St. Miami, FL 33137	01-3230-064-0010	186 units: 130 - 2BR 56 - 3/2BR New Construction High-rise/Family Affordable 40%, 50% & 60% AMI	LIHTC - 9% (FHFC) $11,597,986 1st Mortgage (Fannie Mae) $4,900,000 SAIL Loan $1,750,000 HOME (City & County of Miami-Dade) $1,000,000 SURTAX (Dade County) $1,928,973	$ 21,270,694	N/A	By Other	Start: June 2000 Completion: Dec. 2001
	Hidden Grove	27085 SW 138 CT Miami, FL 33032	30-6934-019-0580	222 units: 130 - 2BR 92 - 3BR Garden Style 57 Res Bldgs – 1 CH Multi-Family Affordable	LIHTC - 9% (FHFC) $6,901,633 Tax Exempt Bonds - $9,225,000 HOME Grant (Dade County) - $600,000 GMN/SDRC Sub LOAN - $310,000	$ 19,064,862	N/A	By Other	Start: 2000 Completion: 2003
	Douglas Pointe	3800 NW 183 ST Miami, FL 33055	34-2108-022-0010	176 units: 72 - 2BR 104 – 3BR Garden Style 8 Res Bldg – 1 CH Multi-family Affordable	LIHTC - 9% (FHFC) SAIL LOAN	$ 14,700,000	N/A	By Other	Start: 1999 Completion: Sep. 2001

	Tequesta Knoll	1629 NW 14th Street Miami, FL 33125	01-3135-032-0340	100 units: 9 stories High-rise	LIHTC- 9% (FHFC) Tax Exempt Bonds	$ 15,000,000	N/A	By Other	Start: 1998 Completion: 2000

ZYSCOVICH EXPERIENCE



WESTGATE VILLAGE *WEST PALM BEACH, FL*

The Westgate village is intended by the owners in the community for the revitalization of Westgate Blvd. The 100 unit apartment facility includes first level office, retail, and apartment amenities for the budding urban landscape. Westgates dynamic modern style is intended to be an uplifting experience for the residence and the community alike. this is a prime example of Zyscovich creation of people places.



ONE NORTH LAKE *PAHOKEE, FL*

This 100 unit workforce housing project has two living unit types in a 4 story product with amenities both on the ground floor and the roof top. The parking ratio of 1.2 spaces per unit. The project is located in downtown Pahokee and will be the first new building in the revitalization in this small historc Florida town. The area is designated an opportunity zone and our client sees it as such. They have purchased much of downtown and will be looking to Zyscovich to either rehabilitate the existing structures or infill new. We are currently in the Design Development Phase.



VOLUSIA MULTI-FAMILY HOUSING *DAYTONA BEACH, FL*

The Volusia Multi-Family Housing is designed on the Macy's store site at the Volusia Mall across from the Daytona International Speedway. It is a family-oriented facility with one-, two- and three-bedroom apartment facilities. The synergy between the apartments, the Volusia Mall and the Speedway will contribute to the success of all three. This is a innovative redevelopment for a community in need of excellent housing and takes advantage of underutilized retail facilities. The Facility has 352 living units and all surface parking. Other amenities include passive courtyards and active courtyard with swimming and other recreational facilities. The residents will have the benefit of a dog spa, dog recreation area, libraries, meeting rooms, and luxurious community gathering areas. There have been numerous challenges with the site development not limited to relocation of major underground utilities and demolition of the aging department store. The City of Daytona Beach is welcoming the facility and glad to see the revitalization of one of the city's retail cores.

VIBE QUADRANGLE STUDENT HOUSING DEVELOPMENT *ORLANDO, FL*

Vibe is the newest off campus living environment designed specifically for a wide range of lifestyles of the University of Central Florida Student. Located within convenient walking or bicycle distance from the University, it offers all the current living, study, and recreational opportunities for the UCF student.



Apartments types include 4 bedroom/ 4 bathroom, 3 bedrooms/ 3 bathroom, 2 bedroom/ 2 bathroom, 1 bedroom/ 1 bathroom, and studio units. The living units include full size balconies or Juliette balconies overlooking the site. The 4-story property includes 374 Living units and over 600 parking spaces for almost a 2:1 parking ratio including surface and structured parking. There are multiple recreational amenities not limited to an active courtyard with swimming and sports, passive courtyards for relaxation, pickleball, a fully outfitted fitness center, coffee and refreshment bars, large screen television, pool, table tennis, and socializing spaces. Study halls are located on all floors for group study and smaller carrels for one or two individuals.



FSU PANAMA CITY CAMPUS P3 STUDENT HOUSING DEVELOPMENT *PANAMA CITY, FL*

The new residence hall at Florida State University Panama City (FSUPC) campus will provide a welcoming, comfortable, and safe environment for students to call home. The residence hall will be all apartment-style housing containing a total of 125 units with 380 beds. This new development will create a new hub of student housing on campus by making strong pedestrian and bike connections to the existing classroom building, recreation areas and the dining center.



PINEDA VILLAGE HOUSING DEVELOPMENT RENOVATIONS *COCOA, FL*

Pineda Village comprises four communities named ABC, Barlow, Fern, and School. The intent of the renovations is to create more desirable living units with higher energy-efficiency and modern appliances to better serve residents. Several of the living units and the community building are being upgraded to meet Fair Housing and ADA requirements. To the greatest degree possible, all of the living units have "visitable" or "universal design" features. Renovations to the 144 affordable living units and associated site work includes new roofing, upgraded attic insulation and ventilation, new energy-efficient, double-glazed low-e windows, repainting of all buildings on the interior and exterior, new exterior and interior doors, new or refurbished VCT and terrazzo flooring, new cabinetry, new water-conserving plumbing fixtures, new energy efficient air-conditioning systems including ducting in the conditioned envelope of the living unit, new or upgraded electrical services, panels and breakers, upgraded site work and the community center. Site upgrades include the replacement of problematic sanitary lines, eliminating accessibility barriers, repairing existing walks, drives, and associated exterior improvements.

RURAL NEIGHBORHOODS EXPERIENCE

Rural Neighborhoods Prior Experience Chart					
Project Name	**Location**	**Project Type**	**# of Units**	**Funding**	**Year Completed**
Casa Amigos	Collier County	Garden	96	FHFC + FHLB	Construction
Deer Creek Senior Housing	Alachua	Mid-Rise	62	LIHTC + CDFI	Construction
Cannery Row	Miami-Dade	Mid-Rise	112	LIHTC+ Citibank	Construction
Casa OMICA	Miami-Dade	Garden	128	FHFC SAIL	2021
Tradewinds Hammocks	Monroe	Garden	66	LISC + LIHTC + MCLA	2019
Pollywog Creek Senior	Hendry	Garden	29	HUD 202	2018
Hatchers Preserve	Collier	Single-Family	18	HOME	2017
Timber Ridge Sanders Pines	Collier	Garden/Single-Family	75	LIHTC + HOME+SHIP	2016
Esperanza Place	Collier	Garden	48	FHFC SAIL + USDA	2016
Scattered Site	Collier	Single-Family	5	HOME	2014-2017
Everglades Migrant Housing	Miami-Dade	Townhomes	30	FHFC SAIL + USDA	2012
Cypress Cove	Polk	Garden	80	LIHTC + HOME	2011
Orchid Grove	Miami-Dade	Garden	80	LIHTC + HOME	2011
Pollywog Creek Commons	Hendry	Garden	40	FHFC SAIL + USDA	2011
Pollywog Creek Commons II	Hendry	Garden	24	FHFC SAIL + USDA	2011
Manatee Village 4	Hillsborough	Garden	27	FHFC SAIL + USDA	2010
Eden Gardens II	Collier	Garden/Townhomes	37	FHFC SAIL + USDA	2009
Everglades Supportive	Collier	Single-Family	4	FHFC + HOME + CDBG	2009
Eden Gardens Apartments	Collier	Garden/Townhomes	51	LIHTC + USDA	2009
Oaks at Shannon's Crossing	Okeechobee	Townhomes	100	LIHTC + USDA	2008
Casa Cesar Chavez	Miami-Dade	Garden	144	FHFC SAIL + FHLB	2007
Live Oak Villas II	Saint Lucie	Garden	80	LIHTC + FHFC SAIL	2007
Everglades RRH	Miami-Dade	Townhomes	15	USDA	2006
Live Oak Villas	Saint Lucie	Garden	104	LIHTC	2005
Manatee Village	Hillsborough	Garden	62	USDA	2005
Manatee Village SRO	Hillsborough	Garden	128	DCA + USDA	2005
Main Street Village	Collier	Garden	79	FHFC HOME + USDA	2003
Everglades Village	Miami-Dade	SF, Duplex Townhome	466	USDA	1996
			2190		
Homestead Housing Authority	Miami-Dade	Garden	40	USDA	2006
Diocese of St. Petersburg	Hillsborough	Garden	80	DCA + USDA	2005
			2,310		

KEITH EXPERIENCE

Client:
Pinnacle Communities LLC
Timothy Wheat, Partner
305-854-7100, twheat@pinnaclehousing.com



Project Description:
KEITH is assisting the Client in developing a KEITH Life project including two 3-story residential buildings containing 112 units, live/work loft units, community amenities, surface parking, and office space on the approximately 3-acre site. KEITH provides services to the Client including civil engineering, planning, survey/ SUE, traffic engineering, landscape architecture, utility coordination, and construction program management. The KEITH Team is assisting the Client in boundary and topographic survey, tree survey, utility location, platting, horizontal designation and location services, SUE conditions and understandings, project planning and design coordination, civil engineering design, schematic design, FEMA Letter of Map Amendment, engineering permitting with City of Riviera Beach Engineering and Fire Rescue, Palm Beach County Health Department, South Florida Water Management District, and FDOT, FDOT landscape permitting, traffic impact study, site lighting and photometric plan, final engineering construction documents including paving, grading, and drainage, pavement markings and signing, and water distribution, sanitary sewer, and erosion control plans, construction observations, inspections, and certifications. The completed project will provide much needed access to accommodation for residents within the community.

Client:
BH3 MANAGEMENT LLC
Charles Carreno
954-416-3140, ccarreno@bh3llc.com



Project Description:
KEITH provided professional services for a mixed-use development project in Delray Beach. The project is a multi-story campus with a blend of residential, office, and retail space including a grocery and liquor store. Additionally, the site includes a multi-level parking facility and a unique multi-level public space. The project is located on parcels assembled by the City of Delray beach Community Redevelopment Agency (CRA) and spans three city blocks. KEITH provided planning, civil engineering, traffic engineering and landscape architectural design.

Client:
Seminole Tribe of Florida
Cecilio Collado, Senior Project Manager
954.894.1060, ceciliocollado@semtribe.com



Project Description:
KEITH is assisting the Client in developing a KEITH Play project that includes a community play-space on the Fort Pierce Reservation of the Seminole Tribe. KEITH provides services to the Client including civil engineering, landscape architecture, and construction program management. The KEITH Team assisted the Client in planning due diligence, design build assistance, updated final engineering documents, engineering permitting, landscape conceptual design, design development, and landscape construction documents, cost estimating, bidding assistance, construction observation for civil, landscape, and MEP for light/water feature. The successfully completed project will provide an inspirational space for recreation, learning, and growth for residents and guests of the community.

Client:
Affiliated Development
Kemissa Colin, Vice President of Development
954-588-5915, kcolin@affiliateddevelopment.com



Project Description:
KEITH is assisting the Client in developing a KEITH Life mixed-use project that includes an 8-story building containing approximately 264 residential units, amenities, offices, retail, restaurant, and a parking garage structure. KEITH provides civil engineering and construction program management services to the Client. The KEITH Team is assisting the Client in civil engineering design, including design, and permitting, construction administration, and close-out. KEITH identified City of Boynton Beach CRA, City of Boynton Beach Engineering Division, City of Boynton Beach Utilities, SFWMD, Boynton Beach Fire Rescue, Palm Beach County Health Department, and FDOT as agencies requiring coordination, submittals, and permitting. The KEITH Team will be involved in and provide support for the project's Value Engineering efforts. Through careful coordination the project is becoming a safe, attractive addition to the housing needs of the community.

ABNEY AND ABNEY EXPERIENCE

Hammock Square: 100 Low-Rise Units (Affordable Housing) – Lynn Haven, Florida

- Client: Pinnacle Housing Group
- Certified: Florida Green Building Coalition Bronze

Hammock Ridge: 104 Low-Rise Units (Affordable Housing) – Spring Hill, Florida

- Client: Housing Trust Group
- Certified: National Green Building Standard Bronze

Hammock Ridge II: 92 Low-Rise Units (Affordable Housing) – Spring Hill, Florida

- Client: Housing Trust Group
- Certified: National Green Building Standard Bronze Certification

Hampton Village: 100 Mid-Rise Units (Affordable Housing) – Miami, Florida

- Client: Landmark Development Corp.
- Certified: National Green Building Standard Silver

Hamptons at Palm Beach Gardens: 222 Low-Rise Units – Palm Beach Gardens, Florida

- Client: ZOM Florida
- Certified: Florida Green Building Coalition Bronze

Indigo Station: 226 Mid-Rise Units – Deerfield Beach, Florida

- Client: Ram Reality Services
- Certified: National Green Building Standard Silver

Keys Crossing: 103 Mid-Rise Units (Affordable Housing) – Naranja, Florida

- Client: Landmark Development Corp.
- Certified: National Green Building Standard Silver

Las Olas Walk: 465 Mid-Rise Units – Fort Lauderdale, Florida

- Client: ZOM Florida
- Certified: National Green Building Standard Silver Certification

Luna Trials: 86 Low-Rise Units (Affordable Housing) – Titusville, Florida

- Client: Housing Trust Group
- Certified: National Green Building Standard Bronze Certification

Maizon: 262 High-Rise Units – Miami, Florida

- Client: ZOM Florida
- Certified: National Green Building Standard Silver

TERRACON EXPERIENCE

LJA RAIL BRIDGE REPLACEMENT,
ST. JOHNS COUNTY, FL

This project consisted of the replacement of a railway bridge over the San Sebastian River in St. Augustine Florida. Terracon's scope of services included a wetland delineation and listed threatened and endangered species survey; an archaeological and historical preservation survey, regulatory agency coordination and permitting with the St. Johns River Water Management District and permitting with the United States Army Corps of Engineers.

The wetland permits obtains from SJRWMD and USACE required the design and construction of a salt marsh mitigation area which is currently constructed and is being monitored by Terracon at scheduled intervals. No impacts to listed threatened or endangered species were anticipated as part of the project.

The cultural resources assessment survey (CRAS) identified twelve historic properties: two archaeological sites, one historic district, five historic structures, one bridge, and three resource groups within the area of potential affect.

The results of all Terracon's assessments and regulatory agency coordination resulted in all permits being issued without need for further assessment. The project was completed on time and on budget.

SOUTH FORK HIGH SCHOOL
STUART, MARTIN COUNTY, FL

The site is comprised of a ±60.06-acre portion of a 147.00 ±acres of land located west of Interstate 95 in Stuart, Florida.

A Natural Resources Assessment dated September 22, 2022, was completed at the site by Terracon, which identified multiple wetland and surface water systems across the site. In total, Terracon identified roughly ±1.78 acres of wetland and ±1.38 acres of surface waters during our assessment. In addition to identifying these wetland and surface water systems, Terracon also performed a functional assessment utilizing the Uniform Mitigation Assessment Methodology (UMAM) on each individual system. We then identified several mitigation options that included, but not limited to, credit purchase, onsite preservation, onsite enhancement, and wetland creation.

Terracon also assisted the Martin County School Board to remove a portion of their conservation easement and place it over another portion of their property. This process involved detailed analysis on the existing conservation easement to ensure that there was no net loss of wetland function within the easement. As part of this easement shift, Terracon developed a wetland creation area on the property adjacent to the current wetland system.

In addition to our field assessments, Terracon also provided this client with several different development options that limited impacts to all wetland/surface water and listed species habitats on site. Terracon was able to assist the client in determining which path forward was the most appropriate in terms of timelines, pricing, and the most practical design for the conservation easement areas.

ATC WATERTOWN

MIAMI GARDENS, MIAMI-DADE COUNTY, FL

The site is composed of two parcels together totaling ±82.01 acres, located at 1255 NW 210 ST, Miami Gardens, Florida.

An environmental planning assessment dated April 26, 2022, was conducted on the site, which included a wetland delineation, listed species habitat assessment, and functional assessment which identified multiple large wetland and surface water systems across the site. In total, Terracon identified and delineated ±28.88 acres of wetland and ±12.08 acres of surface waters during our assessment. In addition to identifying these wetland and surface water systems, Terracon also performed a functional assessment utilizing the UMAM on each individual system. We then identified several mitigation options that included, but not limited to, credit purchase, onsite preservation, onsite enhancement, and wetland creation.

In addition to the environmental planning assessment, Terracon consulted with U.S. Fish and Wildlife Service under section 7 of the Endangered Species Act to determine the effects of the project on wood storks, and Everglade snail kites. Terracon also explored mitigation options and determined the cost and feasibility of onsite wetland preservation and enhancement as a mitigation strategy, due to the scarcity of wetland mitigation credits available within the area. Furthermore, we were able to leverage our relationships with the last mitigation bank which had credits to obtain the necessary number of credits for site development.

In addition to our field assessments, Terracon also provided this client with several different development options that limited impacts to all wetland/surface water and listed species habitats on site. Terracon was able to assist the client in determining which path forward was the most appropriate in terms of timelines, pricing, and the most practical development site plan.

DEVELOPMENT VISION AND APPROACH

DEVELOPMENT VISION AND APPROACH

EXISTING CONDITIONS

The Pinnacle team conducted site evaluations of Moore's Creek to assess its physical characteristics and relationship to the surrounding area. These visits took place during the work week and within work hours. Photos are included in this analysis for reference.

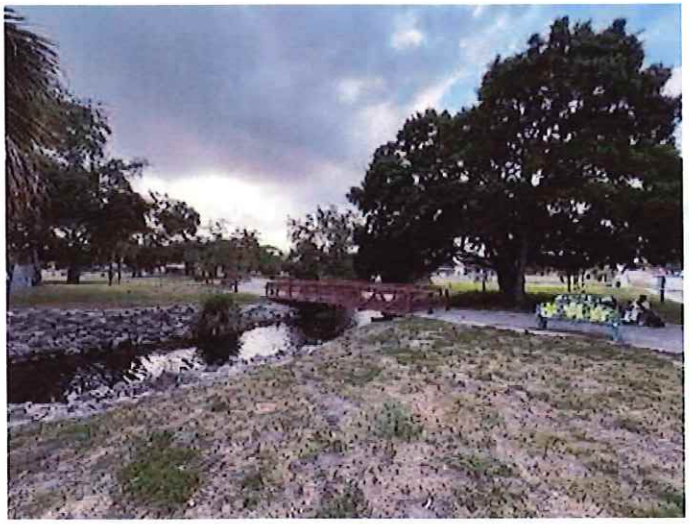
It was noted that the government building parking lot was nearly empty, with only two government vehicles present. The surrounding streets and two-lane roadway lacked "Complete Streets" features and amenities. However, the bridge and a decorative bench are in good condition, and garbage pails and mature trees provide shade. Despite these features, the site lacked the cohesion needed to regularly attract residents and visitors for civic, social, and business gatherings. The area is characterized by an array of vacant properties, infill opportunities, and underutilized structures.

A police cruiser was observed at the Fort Pierce Bus Terminal, which was attended by local law enforcement. The bus terminal was experiencing low ridership at that time. Additionally, the Community Services building at the intersectional corner of Avenue D had few activities. Public safety is crucial, and the St. Lucie County Fire Station 15's location is advantageous, especially considering that Avenue D is well-suited for street festivals, parades, farmer's markets, and art and cultural events. Indeed, a banner advertised the Freedom Celebration on May 18th from 10:00 am to 4:00 pm at Moore's Creek Linear Park.

The surrounding neighborhood primarily consists of low-density residential areas marked by economic deprivation and a lack of curb appeal. Observed children playing and biking through the neighborhood, one can envision the potential for future improvement. However, the current conditions, if unchanged, may hinder the children's prosperity.

Moore's Creek canal is serene, and the sound of the water while walking across the bridge is soothing and provides a serene backdrop for a potential urban oasis. The rock barriers on both sides of the canal provide safety for visitors and protect the environment from erosion. Additionally, Moore's Creek is vital to the local and regional ecosystems, flowing from west to east, extending from the Florida Turnpike to the bay and the Atlantic Ocean.

The proposed development by Pinnacle and the Development Team aims to honor Fort Pierce's African-American history, revitalize the neighborhood, enhance the art and public spaces designed to spark a sense of belonging and pride, boost the local economy, and set Moore's Creek on a path to success.

















VISION AND APPROACH OVERVIEW

Pinnacle's development plan for the Moore's Creek Redevelopment envisions a harmonious blend of timeless architecture, remembrances of Lincoln Park's unique history, economic vitality, and community engagement. This development aims to seamlessly integrate residents, visitors, and businesses while fostering a sense of pride, economic growth, and cultural celebration.

This Moore's Creeks development draws inspiration from early Florida vernacular colonial styles, offering three residential structures with a maximum of five floors. The design reflects the neighborhood's existing charm, with ample windows maximizing natural light and light-colored finishes ensuring year-round comfort. The simplicity and timelessness of the design utilize top-quality materials to withstand Florida's weather, ensuring longevity and resilience.

Our team is committed to creating a positive economic impact. The project will generate numerous construction and permanent jobs, attracting locals and visitors to patronize a beautified Moore's Creek. The successful live-work spaces created by Pinnacle in the past have proven beneficial for businesses of all sizes.

The orientation of the structures promote walkability, safety, and a pleasant neighborhood atmosphere. Adequate lighting in the parking lot enhances public safety, contributing to a secure environment for residents and visitors alike. The proposed plan thoughtfully considers the existing Fort Pierce Redevelopment Agency plan and current resident behavior, particularly walkability, connectivity, and mobility. Observing that residents on 8th Street are making optimal use of on-street parking, Pinnacle is incorporating recommendations from the FPRA to introduce on-street parking. This addresses resident preferences and aligns with safety measures for pedestrians, cyclists, and micro-mobility, serving as a traffic-calming mechanism that enhances the experience for residents and visitors utilizing the open space. 8th Street, spanning 30 feet from curb to curb, is a focal point in this mobility-focused approach. However, it's essential to note that while this development proposal considers mobility aspects, the projected development cost does not encompass roadway improvements.

Strategically, the largest parking area is intentionally situated near the terminal hub, which also contains the greatest residential density. This serves multiple purposes, offering additional parking for residents and visitors and potential overflow parking during special events. Lastly, the proposal identifies an opportunity for future development intensity on Avenue D, indicating a forward-thinking approach to accommodate potential growth and evolving community needs.

PROGRAM DETAILS

Pinnacle proposes to retain control over the development throughout its lifecycle with a 99-year lease with the City of Fort Pierce, Fort Pierce CRA, and St. Lucie County for its respective parcels that comprise the development. Pinnacle will also maintain the open space set aside for the history trail along Moore's Creek and the proposed small amphitheater.

Pinnacle's goal is to ensure ample parking for residents while extending the opportunity for visitors to park on-site when accessing the open space. In the interest of public safety, St. Lucie County Fire Station 15 could potentially utilize the parking lot for fire rescue social events and training. Pinnacle firmly believes that these harmonious special uses will enhance the development and contribute to the benefit of the community as a whole.

The development offers a diverse housing stock with two phases totaling 157 affordable units: one phase serving a general population with 85 units and another phase for seniors age 62+ totaling 72 units and four market-rate live/work units. Both the unit mix and income set-asides will be market-tested to ensure it meets local demand and demographics. The development targets the 30% to 70% range of area median income, providing a variety of affordability options for the community. The scattered lots, totaling 4.97 acres, aligns seamlessly with Pinnacle's extensive experience in effectively developing scattered sites. Even with this development intensity, open space is provided along Moore's Creek, contributing to the aesthetic, entertainment and recreational aspects of the development.

On North 8th Street, an additional 0.68 acres could house the Community Resource/Family Success Center (the "Center") offices. While we cannot leverage the entire capital cost of constructing such a Center to meet the needs of the community through the execution of our housing development strategy, we can offer as follows:

1) Capital lease payment of $10,000 for each residential unit that could be programmed to construct the Center;
2) Ability to enter into an agreement with the public stakeholders for a separate "design/build" agreement to construct this space if the public stakeholders can identify the specific resources necessary to build the Center;
3) Working with the public stakeholders to secure New Markets Tax Credits or other resources to provide necessary revenue.

This approach not only enhances the functionality of the development but also demonstrates Pinnacle's commitment to effectively accommodating the community's needs.

The development goes beyond providing housing; it envisions a linear park along Moore's Creek featuring an art and fitness history walk. We are committed to celebrating the rich cultural heritage of Fort Pierce by placing local historical and cultural art pieces along the path. The proposed bridge over Moore's Creek connects both sides, enhancing connectivity and providing a scenic backdrop for the community. We also propose a small amphitheater (seating +/- 100 persons) suitable for lectures and performances at a small scale for residents and the broader community to further learn and grow.

Moore's Creek Development is not just a housing project; it's a vision for a vibrant, economically thriving, and culturally rich community. Pinnacle aims to set a benchmark in architectural design, community engagement, and economic development, making it a landmark development in Fort Pierce, Florida.

This development is exclusively designed as a rental property, with no plans to sell units. Recognizing the pressing demand for rental housing, Pinnacle is committed to significantly augmenting the rental housing inventory in the Fort Pierce market. Professional Management, Inc (PMI) has been entrusted with this responsibility to oversee the property's management, managing the Pinnacle portfolio since the company's inception 25 years ago. PMI, an industry expert, excels in marketing, leasing, tenant screening, and property maintenance.

To sustain the enduring attractiveness of the development, PMI strongly emphasizes maintaining its curb appeal. Onsite management offices are readily available to cater to the needs of both current residents and potential tenants. This strategic approach ensures efficient service and fosters a strong community presence. PMI is dedicated to upholding excellence in property maintenance, underscoring its commitment to providing a high-quality living experience for all residents.

If selected, Pinnacle is committed to fostering grassroots development participation to engage the local community actively. Our aim is to involve local tradespeople, both men and women, identify potential early-stage entrepreneurs qualifying for the live-work spaces, and collaborate with business owners aligning with the neighborhood's culture for key tenancy, thereby promoting economic upward mobility. Our community outreach and level of support for this proposal from community stakeholders is proof of this commitment. Through effective marketing and outreach initiatives, Pinnacle seeks to harness local involvement, ensuring the maximization of development opportunities within the Moore's Creek block.

Furthermore, we plan to establish connections with young leaders in the area, actively seeking their participation in the development process wherever feasible. By creating these partnerships and encouraging local engagement, Pinnacle aims to create a development that not only meets the community's needs but also reflects its unique character and aspirations.

Pinnacle boasts an extensive track record of construction excellence, and it is under the leadership of PC Building, LLC., that the development of Moore's Creek will be spearheaded. Luke Wolfson IV, Director of Construction, leads the construction team, whose expertise spans various construction best practices and thorough knowledge of the Florida Building Code. The team brings a wealth of experience in garden-style, midrise, and high-rise developments, with completed, ongoing, and upcoming projects in their portfolio.

Presently, PC Building is actively engaged in ongoing construction projects valued in excess of $330,000,000. PC Building has also previously entered into a joint venture with D. Stephenson Construction, Florida's largest African-American-owned contracting firm, demonstrating their commitment to excellence and community impact. Together, they form PCDS Construction, LLC, specifically focusing on urban redevelopment construction ventures in South Florida. This collaboration leverages the combined skills of Pinnacle and D. Stephenson Construction to enhance economic impacts within communities where new developments are underway.

Notably, PCDS Construction served as the General Contractor for two of Pinnacle's prominent developments – Cannery Row at Redlands Crossing and Berkeley Landing in Riviera Beach, Florida. This strategic partnership reinforces both entities' commitment to delivering exceptional construction projects while positively influencing the economic landscape of the communities they serve.

MOORE'S CREEK COMMUNITY ENGAGEMENT

The objective for Pinnacle's outreach efforts in Fort Pierce for the Moore's Creek Model Block development has been to identify the values and priorities of the community, gather community input to implement within the proposed development, and create a safe space for ongoing long-term collaboration with community members whether through in-person or virtual interactions. Pinnacle aims to learn from the community's experiences and values while sharing its vision, ultimately striving for a consensus on the development of a shared vision. Pinnacle's point person in these outreach efforts has been Greg Gabriel, Pinnacle's Regional Director of Acquisition and Development.

OUTREACH EFFORT AND DISCOVERY

Recognizing the importance of community input, Pinnacle is implementing a grassroots strategy to interact directly with Fort Pierce residents. It is a tenet to meet with community members within their environment and allow community members to share their views candidly and authentically. Fort Pierce, with its rich history dating back to its foundation in 1838 and incorporation in 1901, has a deeply embedded artistic heritage, ranging from Albert Ernest Backus to the 26 original Highwaymen. The Moore's Creek Model Block development proposal aims to capture as much of this artistic history as possible.

To initiate the outreach process, Pinnacle reached out to interested community members and stakeholders via phone calls, emails, and text messages, compiling a list of those individuals willing to share their perspectives. Pinnacle staff made numerous visits to Fort Pierce, with initial visits focused on touring the development site, landmarks, and surrounding neighborhoods to gain a comprehensive understanding of the community. This exercise provided insights into local architecture, real estate conditions, existing infrastructure, art, retail, and entertainment opportunities. During these visits, Pinnacle staff also explored key historical sites such as the Highwaymen Obelisk, Granny's Kitchen old location, Fort Pierce Memorial Hospital (which since has been converted into a senior housing complex), and the self-guided tour of Zora Neale Hurston Dust Tracks Heritage Trail. Our team member Rebecca Miller, President of MPLD Consulting, has intimate knowledge of Fort Pierce and has provided her unique expertise in guiding our outreach efforts.

SOLUTION AND COMMUNITY FEEDBACK

Following these exploratory visits, Pinnacle engaged in face-to-face interactions with community members. Meetings were held in local venues, including the Historic Platts-Backus House (now known as Main Street, Fort Pierce), Lincoln Park Main Street, and the Zora Neale Hurston Library. Pinnacle also presented to key local organizations such as Mount Olive Baptist Church, Lincoln Park Main Street, Main Street Fort Pierce, Project LIFT, and SEFL. These meetings provided an opportunity for Pinnacle to gather further insight and feedback from community members and influential local business owners and figures like Peggy Harris of Sarah's Memorial Chapel, whose business has been in operation for 100 years. Ms. Harris gave the staff at Pinnacle a chronological historical depiction of the level of commerce and activity on N 8th, 7th, and Avenue D. Other individuals who have been of great help are Ms. Doretha Heir, Pamela Carithers, and Doris Tillman.

Pinnacle's extensive outreach efforts is a demonstration of the company's vested commitment to understanding and incorporating local history and culture into the proposed development. The feedback gathered from community members informed the design and planning of the development, leading to several key proposals. For instance, Pinnacle proposes a small amphitheater strategically located near the historic St. Moriah Primitive Baptist Church to serve as a venue for events like the Jazz on Moore's Creek festival and the Martin Luther King Junior parade. This suggestion was well-received by community stakeholders, as it provided a much-needed stage for local artists and performers.

The community has also recommended the installation of historical markers to honor significant landmarks, events, and people who contributed to the community. Proposed markers include the former Fort Pierce Memorial Hospital (now a senior housing development), Granny's Kitchen, Fire Station #15 (named after the first African American firefighter), Lincoln Theater, Blessed Martin Catholic School, and the Old Police Station and Jail. The community emphasized the importance of incorporating local flora, such as Royal Poinciana and Jacaranda trees, which held historical significance for the original 26 Highwaymen artists. In terms of our proposed development's name, the community suggested "The Parks at Lincoln" or "The Parc at Lincoln," Additionally, Pinnacle carefully considered the integration of the development's surface parking, ensuring that it complemented existing structures like the fire station, Mount Olive Baptist Church, and St. Moriah Primitive Baptist Church without disrupting the community experience.

COMMUNITY SUPPORT FOR THE PROPOSED DEVELOPMENT

The proposed development seeks to embrace Fort Pierce's culture, history, and authenticity, aligning with the community's vision for the future. Pinnacle's four live-work units were seen as a positive step toward promoting entrepreneurship and revitalizing once-vibrant centers of commerce like 8th Street, Avenue D, and 7th Street. The community envisions a return to similar economic vibrancy.

The RFP suggests the development of a new Family Success Center. Mr. Gabriel visited the existing complex to understand the services provided, including Community Services, Veterans Services, Women, Infants, and Children (W.I.C.) offices, and obstetrician-gynecologist medical services. Pinnacle's understanding of the Family Success Center's role and responsibilities, along with Mr. Gabriel's experience working with similar organizations in Palm Beach County: Community Services Department, Youth Services Department and ChildNet, Children Service Council of Palm Beach County, ensures that Pinnacle can add value in serving the community's needs should a new Center be financed and constructed.

Overall, our proposed development has garnered significant support from stakeholders, who appreciate the architectural coherence and cultural relevance of the design. Pinnacle's commitment to ongoing engagement with the community has resulted in a development plan that reflects the values and priorities of Fort Pierce residents, ensuring that the Moore's Creek Model Block becomes a shared vision for all. Please find attached in our proposal letters of support from various community stakeholders.

Means Court Center
532 N. 13th Street
Fort Pierce, Florida 34950
(772) 462-2481 (ph) (772)-462-2483 (fax)
Email: lincolnparkmainstreet@live.com
Website: www.historiclpms.org

August 7, 2024

Desiree Cimino, Purchasing Manager
St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, FL 34982

Letter of Support: Pinnacle Communities, RFP No. 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

Dear Ms. Cimino,

I am writing to express my support for Pinnacle's proposal in response to Request for Proposals No. 24-044 for the Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project) in Historic Lincoln Park, Fort Pierce, Florida.

Pinnacle has made commendable efforts to engage with stakeholders, gather community input, and align with the shared vision of revitalizing the Avenue D Model Block. Their commitment to preserving Lincoln Park Community's rich history through the proposed pathway and trail concept, which incorporates public art and historic markers, resonates deeply with the community's aspirations.

Mr. Gabriel has engaged in face-to-face meetings, as well as email and phone correspondence, with business owners, non-profits, faith leaders, and residents to ensure that Pinnacle's proposal reflects the community's needs and desires. Pinnacle's planned multi-million dollar investment in the Moore's Creek Redevelopment is a significant contribution to the ongoing rebirth of the Historic Avenue D Corridor and Lincoln Park neighborhood.

In conclusion, Lincoln Park Main Street strongly support Pinnacle Communities' proposal for RFP No. 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project). We believe their development will serve as a catalyst for economic growth, cultural enrichment, and increased connectivity for our community.

Sincerely,

Pamela E. Carithers
Executive Director

MAIN STREET
FORT PIERCE

122 A. E. Backus Avenue, Fort Pierce, FL 34950

August 7, 2024

Desiree Cimino, Purchasing Manager
St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, FL 34982

Letter of Support: Pinnacle Communities, RFP No.24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

Dear Ms. Cimino,

I am writing to express support for Pinnacle's proposal in response to Request for Proposals No.24-044 for the Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project) in Fort Pierce, Florida.

We recently met with Mr. Gabriel, of Pinnacle, to hear about their project. We encouraged them to meet with several people in the community as well as offering some suggestions and ideas, such as retail space on the bottom floor. They are very receptive to stakeholders and other community input. The heritage of the neighborhood is very important, and a true treasure to our community.

I support Pinnacle Communities in their effort to bring their project into full circle with the neighborhood.

Sincerely,

Doris Tillman

Doris Tillman
Director

Winner of the 2011 Great American Main Street Award

Main Street Fort Pierce, Inc. • Main Street Focus, Inc.
Phone: (772) 466-3880 • Fax: (772) 466-3917

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PINNACLE'S APPROACH TO MINORITY/WOMEN-OWNED BUSINESSES

Pinnacle knows the importance of community engagement, both in terms of building a community consensus for its developments, but also to ensure that the economic investment is profoundly felt within the communities it develops in. Pinnacle takes a proactive approach on every development to meet with, engage, solicit opinions and to coordinate with community stakeholders. We proactively host community meetings regardless of whether such meetings are required by the local jurisdiction. Also, we have a consistent track record of engaging local non-profit community development organizations as our partners in development. Whether it be the Collaborative Development Corporation for Gibson Plaza, Caribbean Village and the upcoming Caribbean Isles with the South Miami Heights Community Development Corporation or Casanas Village at Frenchtown Square with the Big Bend Community Development Corporation, or the many public housing authorities and their affiliated non-profit organizations and resident associations, Pinnacle strives to join hands with our neighbors in mutually beneficial partnerships.

Pinnacle has a proven record of successfully attracting local Minority/Women-Owned Businesses to its development projects. It is part of our commitment to allowing the benefits of our investment ripple through local communities to enact real change. Some representative examples of our success in local hires and recruiting small business to participate in our developments are outlined in this section. With the development of Landings at East Pointe and East Pointe Place with the Housing Authority of the City of Fort Myers, Pinnacle refined the concept of utilizing locally-sponsored job fairs to secure hires in the communities where the developments actually occur. At the time, Fort Myers had been particularly hard hit by the effects of the Great Recession, the effects of which are multiplied in the lower-income communities. Working closely with the selected contractors and the local branch of the NAACP, Pinnacle secured unprecedented participation in the job fairs for both developments, with a combined participation of over 1,400 jobseekers. Over 200 local hires were made. The program continued after the job fair, with the stakeholders continuing to seek hires, both skilled and unskilled, for each trade while providing the necessary mentorship to allow for long-term employment for these workers.



Pinnacle team members Norma Santana *(left)* and Fernando Miranda *(right)* attended The City of Miramar, Florida Business Inclusion & Diversity (BID) Program's 2nd Annual Construction Contractor Fair hosted by the Economic Development & Housing Department. This program was designed to help small businesses grow and thrive! Kudos to the City of Miramar for embracing its diverse business community and always looking for ways to provide the right tools to help them succeed.

Both Oak Ridge Estates and Villages of Tarpon, joint ventures with the Housing Authority of Tarpon Springs, and Pinnacle's Kings Terrace located in North Miami are other quality examples. For both properties Pinnacle's construction subsidiary PHG Builders, LLC actively recruited SBE/MBE/WBE and "Section 3" subcontractors and tradesman (those who live locally and are either low or very-low income residents of the community) and subsequently monitored the results through periodic subcontractor compliance reporting. More recently, the same strategy for incentivizing contractors and tradesmen and hold job fairs was used at Pinnacle at Peacefield in Hollywood, The Grove at Sweetwater Pointe in Gainesville, and Casanas Village at Frenchtown Square in Tallahassee and is currently being used with our Berkeley Landing development in Riviera Beach, where we are coordinating our efforts with the City of Riviera Beach and Pinnacle at La Cabana, where we are collaborating with the City's diversity representative.

Pinnacle will actively locate and qualify certified CBEs and "Section 3 workers" (as generally defined by HUD) to the greatest extent feasible, providing job training employment and contracting opportunities to ensure the following work tasks are completed, thereby meeting the above-referenced goals. Pinnacle is committed to spreading the economic benefits of its activity within the local community and expanding economic opportunities for local businesses.

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PMI'S PROPERTY MANAGEMENT PLAN

Professional Management, Inc. (PMI) was formed in 1969 by James R. Mitchell to provide capable and qualified real estate management for institutional and private investors throughout the entire state of Florida. Since its founding, the firm has owned and managed more than 10,000 apartment units, commercial office buildings, condominiums, warehouses, and shopping centers throughout the state of Florida.

He began with only three (3) employees but had a vision of the future. He built Professional Management, Inc. into a management company that today employs over three hundred (300) employees and manages more than 10,000 apartment units throughout the state of Florida. The company has the background and the experience to represent institutional lenders, administering large loan transactions related to low-income housing, rehabilitation, and construction lending.

Professional Management, Inc. has been a developer since the early 1970's and has acquired expertise in all facets of construction commencing with the selection of architects, general contractors, and engineers. Professional Management, Inc. has extensive experience in renovation and rehabilitation of multi-family residential housing as well as involvement in the construction of office buildings and has supervised construction or rehab of approximately 7,000 rental units in the State of Florida. Furthermore, Professional Management, Inc. has extensive experience in government rehabilitation construction programs such as HUD, Moderate Rehabilitation, HUD Co-Insured, Tax-Exempt Bond Programs and Low-Income Housing Tax Credit Programs, HOME and SHIP.

Professional Management, Inc. has been involved in Section 8 and other FHA Government Financing programs and is familiar with all aspects pertaining to the administration of loan responsibilities as required in the bid proposal.

The main office of Professional Management, Inc. is in Miami, Florida with a branch office located in Orlando, Florida. Properties currently managed in Florida are in:

Coconut Grove	Coral Gables	Davie	Florida City	Fort Lauderdale
Gainesville	Haines City	Hialeah	Hollywood	Lynn Haven
Miami	Miami Springs	Orlando	Pompano Beach	Sunrise
West Palm Beach	Winter Haven	Winter Park	Tallahassee	Tampa
Wimauma				

MANAGEMENT PHILOSOPHY

The purpose of our business is to maximize the owner's profit on real estate investments. In addition to maximizing return while preserving and improving the property's appeal, sales potential, attain full occupancy, develop superior Resident Management relationships, we apply effective accounting and control procedures, and lower operating costs. In order to achieve those goals, Professional Management, Inc. applies prudent but productive planning, control, directions and management. Extensive knowledge and skills are required to maximize profits. In order to maintain consistency and knowledge, Professional Management, Inc. exerts an enormous amount of energy in the process of hiring and training qualified employees.

PERSONNEL POLICY

Equal opportunity requirements will be heeded in hiring all employees. It is the intent of the Owner and

and Managing Agent to adhere to all equal opportunity standards; Federal, State and Local.

Drug testing and background checks are required for all new personnel upon employment. The results of the drug test and background check will be the basis for hiring employees. All new personnel will be informed at the time of hiring of random drug testing and if anyone refuses may be cause for termination. If an employee suffers an accident during working hours, he/she will be required to have a drug test and based on the results, the employee will remain employed or will be terminated and no workman's compensation or unemployment compensation would be awarded.

Employees are trained in all aspects regarding fair housing guidelines and requirements. All employees complete a Fair Housing course online through Grace Hill at the time of hire. On an annual basis, all employees will take an online fair housing refresher training, or the company will engage with a local agency to provide an in-person training. For employees who take the online course in a group setting and may not have their own certificate, the certificate will be issued in the person's name who navigated through the course.

EQUAL EMPLOYMENT OPPORTUNITY

We strive to advance existing employees and have a strong history of promoting from within.

Professional Management, Inc. believes in equal employment opportunity for all individuals without regard to race, color, religion, sex, age, national origin or disability. This policy extends to all terms, conditions, and privileges of employment as well as the use of all company facilities and participation in all company-sponsored activities, including the following:

- Hiring
- Promoting
- Transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Compensation of any kind
- Selection for training
- Educational programs
- Company-sponsored recreational and social activities

Harassment, retaliation, coercion, interference, or intimidation of any employee because of that employee's race, religion, color, national origin, sex, age, or disability is strictly forbidden. Any employee who experiences such activity should report it immediately to his/her supervisor.

We earnestly seek the cooperation of all employees in helping to maintain this policy.

EXPERIENCE

Since 1981, Professional Management, Inc. has been working with different city and county housing agencies throughout the State of Florida, for properties that participate in different assistance programs, such as Housing Choice Voucher (HCV), HUD Moderate Rehabilitation; HUD Co-Insured, Tax-Exempt Bond Programs and in 1995 Professional Management, Inc. acquired their first LIHTC property.

For over five decades, Professional Management, Inc. has had a proven success track record because we work closely with the Florida Housing Finance Agency, First Housing, Seltzer Management Group and other financial monitoring agencies within the federal, state and local governments.

In addition, Professional Management, Inc.'s versatility allows it to equally manage a robust portfolio comprised of LITHC, conventional and commercial properties throughout the State of Florida, while applying the same management principles and strategies across the board.

COMPANY CERTIFICATION

Professional Management, Inc. possesses all the required licenses and certifications to be an established, reputable Real Estate / Management Company in the State of Florida. In addition, Professional Management, Inc. is a financially established and sound company which would make us a suitable candidate to continue to manage subject property.

Professional Management, Inc. has been providing management services in the State of Florida for over 50 years and currently manages over 9,000 units comprised of LIHTC, HOME, SHIP, Tax Exempt Bond, Moderate Rehabilitation, Commercial, Retail and Market Rate properties.

During this time Professional Management, Inc. has adhered to all local and State regulations required to conduct property management in the State of Florida. In addition, all company principals possess and maintain a current Florida Brokers' license.

TECHNICAL APPROACH / STRATEGY

Professional Management, Inc. has a full-time highly experienced and qualified in-house Compliance Department that began in 2004. Professional Management, Inc. specializes in Affordable Housing including Low-Income Tax Credit, HOME, SAIL, SHIP, BOND, AHL, FDIC/RTC, the Department of Housing and Urban Development and many other financial programs.

All personnel are required to attend training workshops on an annual basis to ensure familiarity with compliance procedures. In addition, we have a full-time Compliance Director and Compliance Manager certified as HCCP by the NAHB, to ensure that all aspects of the individual program requirements are met.

Consequently, we have partnered with Preferred Compliance Solutions, a firm that specializes in monitoring and advising for developers and management companies of the multi-family affordable housing industries that use Low-Income Housing Tax Credits. The firm is comprised of nationally recognized National Compliance Pro-Executives, Certified Property Managers, Certified Occupancy Specialists, and Housing Credit Certified Professionals. They have worked with many management companies, housing authorities, developers, investors, and syndicators, providing compliance consulting and/or monitoring.

Through their services, our managed properties and team members receive any needed assistance with site inspections, on-going compliance monitoring, compliance pre-approvals, file reviews of current tenants, per-file compliance monitoring, compliance reports and approvals, state audit preparation assistance and owner representation, in-house compliance manuals and forms, compliance guidance and advice, review of management compliance program, staff training and support, among other invaluable services.

Professional Management, Inc. has established procedures that have proven to be successful in fulfilling all the LURA requirements, including resident services the owner elects to provide.

The Compliance Department has created procedures for reporting and maintaining the required documentation to prove compliance.

Professional Management, Inc. works for the owner, managing day-to-day activities and decisions: paying operating expenses, attracting, and qualifying residents, compliance with program requirements, supervising maintenance, safeguarding the property, and other actions necessary for the building's successful operation. All normal daily operations are under the direct supervision of the managing company.

Below is a general outline of our management practices that describe the firm's technical capabilities to provide management services to subject property:

COMPLIANCE PROVISIONS/TENANT SELECTION AND LEASING

Professional Management, Inc.'s first responsibility is to achieve full occupancy and to maintain compliance with program requirements at all times. The Compliance Department reviews all applications, lease renewals and verifies program compliance for all applicable communities to ensure household's qualification with program requirements.

Professional Management, Inc. uses a variety of methods to achieve full occupancy with qualified applicants as quickly as possible. An example of these methods is:

Sister property referrals: Property Managers refer prospective residents to buildings where vacancies exist. This cooperative and extensive network of managers helps "cross sell" owner's units.

We erect signs and place advertisements in local publications to increase awareness of the property as needed. Our rental management software has a sophisticated lead tracking system that allows the properties to follow up on the leads from the property website via any advertising source. This system allows the property employees to follow up on leads to convert them into visits and a final qualified resident.

Professional Management, Inc. employs a Leasing & Marketing Director to provide leasing and marketing assistance to properties that include but is not limited to training personnel to comply with Fair Housing Laws and follow our company Policy and Procedure Leasing Guidelines, prepare advertisements, create property marketing flyers, assist with market surveys, property shops and design property websites to enhance Professional Management, Inc.'s competitive edge.

Applicants complete a Welcome Card to determine eligibility to assist in the initial interview with the applicant and to assist with the pre-qualification process. Topics such as household size, computing annual gross income compared to maximum allowable income limits, income verification and student eligibility is determined.

A Resident Selection Criteria form is presented that outlines the guidelines for applying to a community, occupancy standards, and employment/income verification requirements.

If the applicant meets the pre-qualification items and they choose to proceed, they will need to complete the Application form and an application fee is collected.

Resident eligibility is determined by both the Property Manager and the Compliance Department following verification of employment, student status, credit, and background checks. The Property Manager has full knowledge of the required criteria for resident certification and conforms to all equal housing requirements.

Vacant units are inspected by the Property Manager and Regional Manager to assure cleanliness and readiness for occupancy. Any deficiencies found are noted and corrected prior to move in .

SECURITY DEPOSIT / TENANT COMPLIANCE / LEASE RENEWALS / MOVE OUTS / LEASE TERMINATIONS

Once an applicant is approved, the Property Manager and prospective resident will inspect the specific unit to be occupied prior to accepting any move in funds, signing a lease, or anything that might obligate prospective resident to a given unit until they move in.

The resident and Property Manager will sign a Move in Check List regarding the apartment's condition. Any remaining move in funds, either prorated rent or/and security deposit, would be paid at this time and prior to receiving keys, the lease, its language and all other rules, regulations, maintenance requests, rental payments, late fees, policies, and procedures, etc. are thoroughly reviewed with the resident. During this time, the property employee(s) begin creating resident relations which prove invaluable in the goal of resident retention.

A "Welcome" package will be given to the new resident at the time the lease is signed. This package includes a copy of the entire lease package and helpful information relevant to the resident.

Professional Management, Inc. understands that the lease renewal process is very important to retain the current resident. By retaining the current resident, the property will save money in turnover costs, since a high percentage of lease renewals decreases property expenses. Professional Management, Inc. has established a goal of renewing 100% of expiring leases.

All renewal letters are sent to the residents at the required intervals to ensure compliance, beginning 120 days before the lease expires. This allows for ample time for residents to gather and submit all necessary documentation for the lease renewal.

If the resident decides not to renew and move out, resident will need to notify the office in writing 30 days prior to the lease expiration date when resident plans to move out.

Prior to the move out date, a management representative will complete an assessment of what will be needed in the unit at the time the resident vacates to ensure all work is completed in the least amount of time possible so that the unit can be ready for a new move in. Once the previous resident turns in the keys, a Notice to Impose a Claim is sent notifying resident of all charges that are to be made against the security deposit account as per findings noted on the Move Out Form.

During the lease term, it is also Management's job to ensure residents are in compliance with the lease agreement, guidelines and rules and regulations of the community. If a resident is causing a disturbance or in violation of their lease agreement, they will be given proper warning via a discussion, letter or if necessary, a 7 Day Notice to Cure, etc., in order to rectify the objectionable activity or condition. If the issue continues, a Notice to Vacate will be given to the resident terminating tenancy.

RENT COLLECTION

Rents are due and payable on the first of each month. Partial payments will not be accepted. If not received by the fifth of the month, a late charge is assessed. On the sixth day, the Property Manager generates a list of delinquent residents and personally visits each, presenting them with a "3 Day Notice" to pay or vacate.

If three days pass with no payment, or communication with the office personnel, eviction proceedings begin on the 20th of the month to safeguard the owner's interest.

In the event a resident is evicted, skips without proper notice, or owes any rent or damages, Professional Management, Inc. works with a collection agency in order to recoup any monetary loss to the owner.

Professional Management, Inc. insists on timely payment of rent, and stresses this policy to all prospective residents.

VACANT UNITS / TURNS

Once a resident moves out, any necessary repairs, clean-up work will be noted on the move-out form. Getting vacant units ready for a new resident is a crucial task that requires planning and creating a logical order for work to be completed within a quick time frame to minimize any rental loss to the owner. The projected turn around for all work to be completed is 5 business days or less. Once the manager gives maintenance a unit to be turned, the maintenance supervisor oversees the scheduling for the unit, including the work to be performed and the order it needs to be performed in.

MAXIMUM RENTS

When the Florida Housing Finance Corporation publishes new rental amounts, the Compliance Department prepares a Rent Schedule with new rents minus utility allowances. In addition, a market survey is conducted to make sure that the new Maximum Rents can be implemented if the market around the property sustains it or if the rents will have to be lower than the Maximum Rent. Consultation with the owners for approval takes place to determine the new rent amounts. Pertinent notification letters are sent to the residents 30 days in advance to notify them of any changes. This not only allows ample time for residents to plan for the new rental costs but also to return the signed letter acknowledging the impending change.

RESIDENT AND COMMUNITY RELATIONS

Professional Management, Inc. has established procedures that have proven to be successful in fulfilling all the LURA requirements, including resident services the owner elects to provide. The compliance team monitors that the communities are providing the programs and services as required. The Compliance Department has created procedures for reporting and maintaining the required documentation to prove compliance. The properties are provided logs, sign-in sheets, instructions, and binders.

In addition to the required LURA activities, properties budget to conduct further resident activities such as holiday celebrations, community gatherings and raffle events, amongst others, which encourages positive resident relations.

MANAGEMENT REVIEWS AND INSPECTIONS

In relation to any housing inspections, Professional Management, Inc. has established procedures that have

proven to be successful in preparing and achieving "perfect" inspections. The policy includes procedures that must be completed before, during and after the inspections. From previous experiences we have established preparation lists with guidance on what management and maintenance must do to prepare the property for the inspection. Items include property walks, unit by unit inspections and preparing action lists of items needing attention prior to the inspections. In addition, prior preparation and reviews are completed on resident files to ensure all compliance regulation requirements are met and filed accordingly. During the inspections, the Compliance Director and Property Manager as well as the Regional Maintenance Supervisor are present to assist the property and the inspector for a "smooth" visit.

MAINTENANCE

There is a leasing office on the premises. The office and maintenance staff can be contacted between the hours of 9:00 a.m. and 6:00 p.m. and on a 24-hour basis in the event of an emergency.

Service requests are accepted by the office staff between the hours of 9:00 a.m. and 6:00 p.m. or residents have the option to enter their work order request through the Resident Portal 24 hours per day (if available). Maintenance is performed following the system generated work orders assigned by the Property Manager, Assistant Property Manager or Maintenance Supervisor.

Prompt action is taken to investigate service requests even though the repairs may have to be scheduled at a later date. The following procedures are used in responding to a resident's request for service:

- Maintenance receives a copy of the work order.
- If the request is justified, taken care of immediately or as soon as can be scheduled, generally within 24 hours.
- If major repairs are required, Property Manager will call for outside assistance. If request is questionable, it is referred to the Regional Manager for that determination.

We stress versatility in the hiring of maintenance employees, but major repairs that cannot be handled by the on-site maintenance team will be subcontracted.

The Maintenance Supervisor will determine the proper corrective action after consultation with the Property Manager / Regional Manager and approval by the Owner. A minimum of 3 bids is required depending on the extent and cost of the work to be completed.

Routine cleaning will be completed to laundry rooms, lobby, common areas / amenities and grounds by either property employees or an outside cleaning vendor.

Trash collection is contracted by private firms to assure frequent, controlled service.

Maintenance employees are responsible for maintaining an inventory of all property maintenance equipment and supplies and are also responsible for replenishing needed items within set budget amounts. In addition, before conducting replacement of any property/unit equipment, maintenance employees are responsible for confirming whether the equipment is still under warranty before proceeding with any purchases or repairs. If the equipment is under warranty, the office will contact the vendor for repairs.

ROUTINE AND PREVENTATIVE MAINTENANCE

All properties have an annual routine and preventative maintenance schedule that includes daily, weekly, monthly, quarterly, semi-annual, and annual inspections and maintenance of all property components and major equipment. For example, cleaning, fire prevention equipment, HVAC equipment, plumbing equipment, common areas, building exterior, just to name a few. Professional Management, Inc. believes the key to a good preventative maintenance program is to keep everything clean, maintained and inspected. By inspecting regularly, property employees become familiar with equipment and surroundings, and can notice and address any issues as soon as they arise.

MOISTURE MANANAGEMENT

Each property has a Moisture Management Plan which outlines the protocol for preventing and addressing any moisture issues in the units. In addition, a Mold & Mildew Addendum to the Lease is part of the lease package and kept in each resident's file. This addendum ensures the residents clearly understand what is required of them to control moisture in their apartment and obligates them to notify management of any moisture issues in their apartment as soon as they are observed.

During the monthly unit inspections, routine monitoring will include checking ventilation and plumbing systems and checking around all windows for signs of moisture. Any time a maintenance representative is addressing a service request, they also take the time to check for any signs of water leaks, be it plumbing, windows or roofs.

EMERGENCY REPAIRS

Any immediate safety or health hazard to the people and/or potential costly damage to the property are considered an emergency.

Priority 1 – Immediate danger to people/property – in this case steps are taken to keep residents calm and evacuate safely if necessary. i.e., fire, hurricane etc., or notify the proper authority, i.e., illness or death of tenant. Priority 1 matters may be consulted with the owner if available for immediate consultation otherwise, Professional Management, Inc. will take the appropriate action to reduce loss and liability.

Priority 2 – Minor damage to property and inconvenience to the tenant. These issues are handled on the basis of how much damage or inconvenience would be caused if left unchecked for longer than 24 hours.

MAJOR SYSTEMS AND EXTRAORDINARY MAINTENANCE

Upon inspection of any major systems including but not limited to fire alarm systems, security alarm systems or cameras in which a major costly repair is needed, management will obtain three proposals to present to the owner for review and approval.

SECURITY/LIFE SAFETY

Professional Management, Inc. practices a proactive approach vs. reactive approach when it comes to the safety of the residents, employees, and liability prevention.

Exterior lights are inspected on a weekly basis to ensure that outside areas will be well lit; any lights that are not working will be replaced immediately.

For properties that have cameras and DVR equipment, they are checked on a daily basis; any cameras or equipment that is not working properly will need to be inspected by the vendor that services them as quickly as possible.

Crime watch meetings are conducted on a quarterly basis and resident participation will be promoted. In the event any incidents occur at the property or the surrounding areas, management will be responsible for notifying and communicating any pertinent information to guide residents accordingly.

Monthly resident newsletters are sent to residents with important reminders and general tips, including safety topics such as fire prevention tips, egress, community awareness, etc.

Meter room, phone room, elevator room or mechanical equipment doors will be kept locked at all times.

Resident Security Acknowledgement and tips are part of the lease package and are provided at the time of move-in. This form expresses to residents that crime has no address and cannot be fully prevented. In addition, there are resident awareness tips included regarding general precautionary measures such as keeping doors and windows locked and not leaving valuables inside vehicles.

Annually, Professional Management, Inc. provides properties with hurricane preparedness guides, correspondence and procedures aimed to protect the residents and owner's assets. In addition to preparedness guides and strategy plans, property specific manuals are updated with pertinent information and made available to property employees. Finally, in the event of an impending storm, main office personnel are responsible for monitoring and providing property specific instructions for preparations at the property level, encompassing guidelines for office and residents alike, including evacuation orders where applicable.

Courtesy personnel services may be used accordingly to monitor the properties after hours. These personnel are responsible for providing incident monitoring, addressing, and reporting any occurrences on site and working together with Management to note any findings with residents for Management to handle as needed. Daily reports are submitted and filed in the office.

Any incidents that may occur at the property level are to be documented and reported to the Risk Management Department immediately. An incident report, witness statement(s) (if applicable) and appropriate photographs are required to document the event and provide pertinent details that may be of use later if needed.

Professional Management, Inc. has a partnership with a third-party human resources company, CoAdvantage. This company conducts site inspections to confirm that any required safety equipment and procedures are being followed by property employees as outlined in an agreement. In addition, CoAdvantage representatives conduct an annual presentation regarding safety procedures and reminders for all personnel. Topics such as ladder safety, chemical usage,what to do when an employee is injured on the job, are discussed during these presentations.

FINANCIAL MANAGEMENT

Professional Management, Inc. has extensive experience in budget preparation and analysis and has historically developed budgets over the past 45 years to review objectives, plan operations and monitor expenses. Below is our approach for preparing financially sound budgets:

- Analysis of past operating history
- Analysis of resident lease turn over
- Analysis of property trends in the immediate vicinity
- Analysis of building components needs resulting from unit/property inspections
- Estimate of building replacement reserve components
- Analysis of all existing contract services to ensure best pricing and service is provided
- Property improvement planning
- Preparation of the actual budget

Property monthly financial reports are generated by the Accounting Department. These reports outline any changes in cash, variances in budget vs. expenses, and in turn, these are explained in detail by Property Manager. On a quarterly basis, a budget variance memo is provided including explanations for accounts that have exceeded the budgeted amounts up until that period.

Professional Management, Inc.'s Accounting Department prepares year-end files on an annual basis with all relevant financial information and back-ups needed.

PURCHASING AND SUBCONTRACTING

All properties utilize the Resman Property Management Software. Resman provides a purchasing system which allows Property Managers to work alongside the in-house Accounting Department in preparing Purchase Orders, maintaining budget balances and submitting invoices to main office for payment.

Purchase orders are generated at the property level for any purchases or services provided and invoices are transmitted to the Accounting Department at the main office for processing and payment. All purchases and expenses, except for unforeseen circumstances, are completed within budget limitations. Any expenses over the set budget or spending limit will require a Regional Manager's approval.

Before using outside vendors, they must first become approved. To achieve this, vendors must submit the required documentation, including acceptable certificate of insurance coverage to our Risk Management department before completing any work.

Any special projects, not including emergency repairs, recurring routine operating or maintenance service contracts, will require owner approval. In addition, a General Service Agreement must be used for all work costing more than $2,500.00. Exceptions would be for kitchen cabinet work, elevator repairs, termite warranty renewals, special projects from owner, etc. General Service Agreements are approved by either a District Manager or Vice President depending on the total amount of work cost.

STAFFING

Professional Management, Inc. has engaged in a contract with CoAdvantage, a Human Resource company that subleases all property and office employees. Professional Management, Inc. is responsible for recruiting, training, directing, and evaluating its employees. CoAdvantage is responsible for filing and paying payroll taxes applicable to Federal and State Labor laws. Properties are responsible for paying an administrative fee for these services as well as reimbursing CoAdvantage for salaries, benefits, and payroll taxes.

Professional Management, Inc. places advertisements for any open positions. Resumes are reviewed, and interviews are conducted in order to find the candidate that best fits the position.

Minimum Qualifications required for employment:

Property Employees:

Property Manager – 2 years of previous property management experience
Assistant Property Manager – 1 year of previous property management experience
Leasing Consultant – previous customer service experience
Maintenance Supervisor – HVAC certification and previous maintenance experience
Maintenance Technician – previous maintenance experience

Central Office Employees

Regional Manager – 3 years previous experience in property management
District Manager – 5 years previous experience in property management
Property Accountants – 3 years previous experience in accounting
Accounts Payable – data entry experience
Administrative Support – 1 year previous experience
Compliance Support – 2 years previous experience in LIHTC

Upon hiring, training is conducted on all aspects relating to the job. There is a 90-day probationary period where the employee must display aptitude for the position. After the 90-day probationary period ends, the employee is reviewed and if all job requirements are met, the employee will convert to a permanent basis. On an annual basis, employees are reviewed based on their performance for a salary increase of 4%.

In addition to employee salaries, incentive bonuses are paid as follows:

Office Staff:

Move In $60 per move in (to be distributed amongst office employees)
Renewals $100 per renewal (to be distributed amongst office employees)
Occupancy $1 per unit per month (98% or better)
Delinquency $1 per unit per month (if 2% or less)
Performance Bonus – based on performance
Holiday Bonuses – total amount based on years of service for a maximum of $250

Maintenance Staff:

Move Ins $10 per move in (for each maintenance employee)

Renewals $10 per renewal (for each maintenance employee)

Performance Bonus – based on performance

Holiday Bonuses – total amount based on years of service for a maximum of $250

Each property has an on-site office to conduct management activities. Regular business operating hours are Monday through Friday, from 9:00 AM – 6:00 PM. In addition to regular business operating hours, many of the leasing offices are open on Saturdays.

INSPECTIONS

To safeguard the property and to properly budget for future expenditures, Professional Management, Inc. performs weekly inspections of all common areas and building exteriors. Apartment interiors are inspected on a quarterly basis at minimum. Inspection reports are filed and provided to the property owner as requested. In addition to "Curb Appeal" inspections, potential insurance liability items are noted and corrected as needed. Any findings will be noted and attended to. Emergencies or liability issues are handled immediately.

Property employees complete daily inspections, Regional Managers complete bi-weekly inspections and District Managers conduct quarterly inspections. In addition, semi-annual inspections are required by Risk Management which are completed by the Regional Managers. This schedule ensures that nothing can be overlooked and anything that needs immediate attention will be addressed in a timely manner.

PROPERTY RECORDS

Professional Management, Inc. will maintain consistent, organized record keeping procedures that are effective for all the properties. This allows ease for employee coverage, if needed, from sister properties. These records are maintained in subject specific electronic binders, bins or files and are kept for a determined amount of years as required.

In addition, first occupant files are securely kept in a fire-proof file cabinet indefinitely.

Individual files are kept for all residents and include all pertinent documentation and/or correspondence (ie. lease agreement, rental/late payments, legal notices, letters, renewal letters, etc.)

BUILDINGS | INTERIORS | CITIES

ZYSCOVICH
ARCHITECTS
WE MAKE **PEOPLE PLACES**

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▪ MIAMI ▪ ORLANDO

August 21, 2024

Timothy L. Wheat
Moore's Creek
701 Northpoint Parkway, Suite 218
West Palm Beach, Florida 33407

Re: Proposed "Moore's Creek" Development- Design Vision

Dear Tim,

We are very excited to be working with you and your team on this exciting and much needed development utilizing the Live Local affordable and workforce housing Act.

At Zyscovich we approach our designs mindfully and purpose driven with the following words and drivers that develop into threads to inform the design:

"To give hope, self-worth, self-respect, dignity, a sense of wellbeing, safety and the ability to relax, reflect, rejuvenate and reimagine ones self."

These drivers coupled with the cultural heritage of the neighborhood form the fabric we weave from these threads.

We have chosen a playful style, a relaxed style that is familiar to the beginning of the settlement and development of Florida. We have anchored many of the corners with gable ends to firmly anchor the corners of the buildings, to look like beacons, beacons of hope and permanence. The buildings are classically composed with a base, middle and top.

The design will look and feel no different than typical luxury market-rate housing product
The primary exterior materials are tilt-up concrete or traditional masonry with precast plank floors, painted stucco, vinyl or aluminum windows, with a TPO roof for flat roof areas.

We are also very excited about the site, where we envision creating a park with an art and cultural heritage walk nestled and defined by the new buildings and the creek. Additionally, we see having an amphitheater, a sloped grass area with a circular concrete or paver pad for performance and oration.
We look forward to a hopeful win to bring this exciting vision to reality.

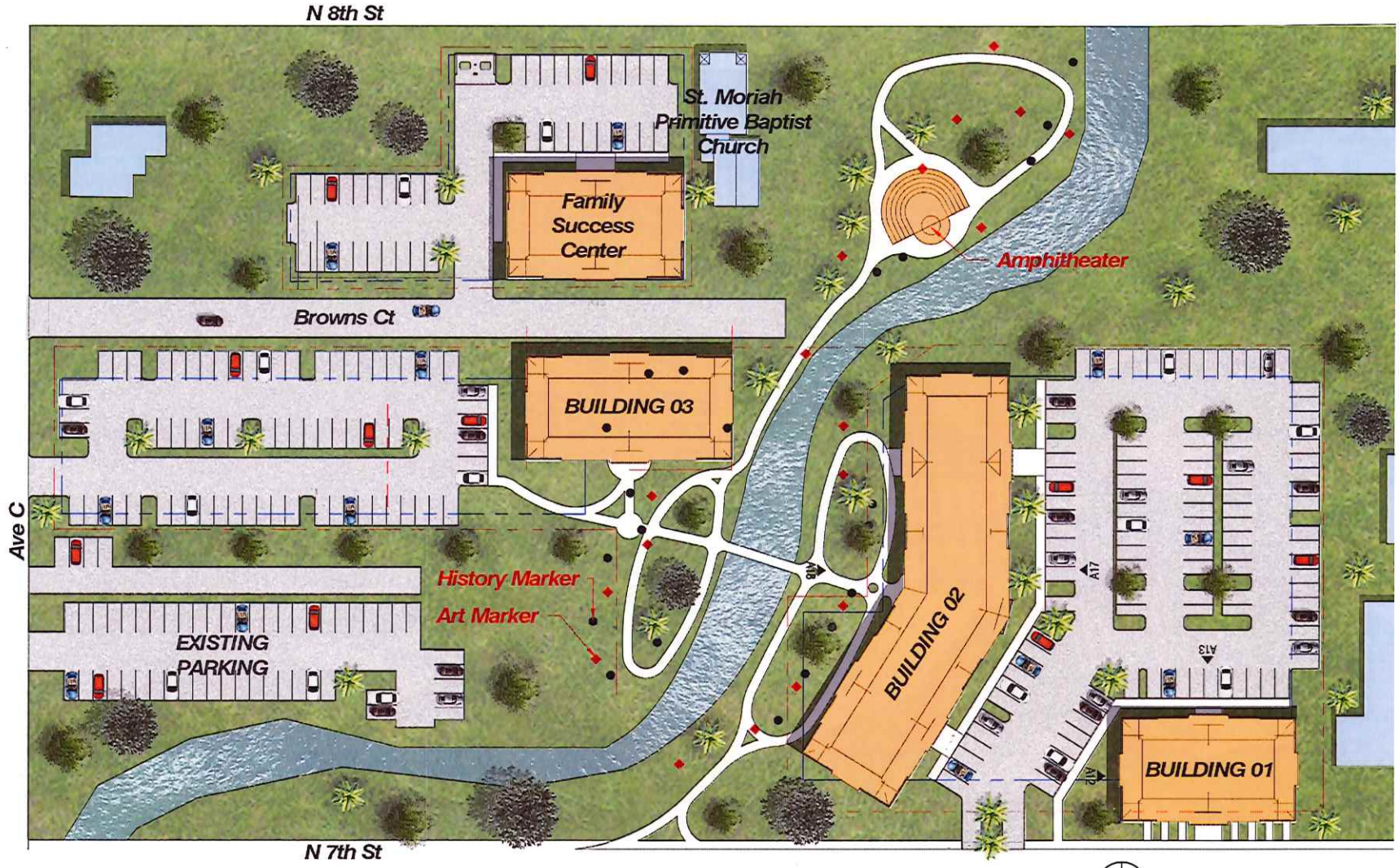
Sincerely,
ZYSCOVICH, LLC

John Cunningham, AIA, NCARB
Managing Director-Partner, Central Florida

Licenses | Architectural AAC.001431

ILLUSTRATION


Moore's Creek
Redevelopment
2024.08.21
ZYSCOVICH
ARCHITECTS



Architectural Site Plan

All measurements are subject to change. Not for construction.

Moore's Creek Redevelopment

Project Site Rendered

08.20.2024

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Moore's Creek Redevelopment

Building 01 - South Elevation

08.21.2024

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Moore's Creek Redevelopment	*Building 01 - West Elevation*	*08.21.2024*

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Moore's Creek Redevelopment

Building 02 - North Elevation

08.21.2024

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Moore's Creek Redevelopment	*Buliding 02 - South Elevation*		*2024.08.21*

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Moore's Creek Redevelopment	3D VIEWS		08.21.2024

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Moore's Creek Redevelopment	*3D VIEWS*		*08.21.2024*

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Moore's Creek Redevelopment	3D VIEWS		08/21/24

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Moore's Creek Redevelopment	3D VIEWS		08.21.2024

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Moore's Creek Redevelopment	*3D VIEWS*		*08/21/24*

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Moore's Creek Redevelopment	*3D VIEWS*		*08/21/24*

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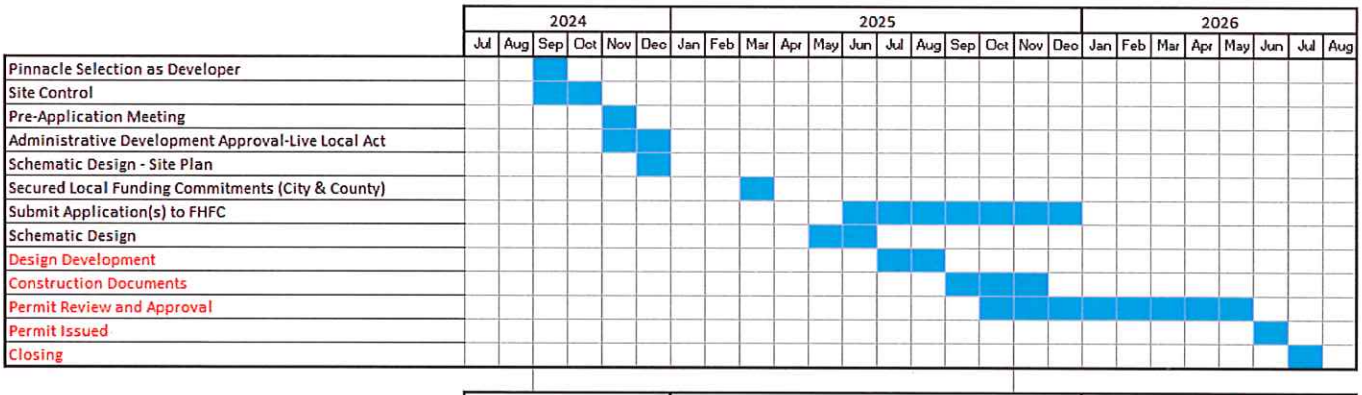
PROJECT SCHEDULE

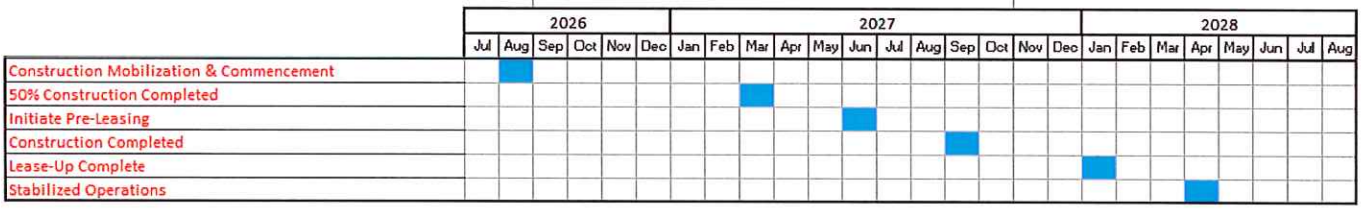
PROJECT SCHEDULE
Timeline

Pinnacle has provided a timeline to detail the proposed development. Pinnacle's staff members possess knowledge in every aspect of multifamily development, leveraging local expertise to navigate challenges that may arise during the project. Demonstrating a consistent track record, Pinnacle has delivered developments on schedule while effectively managing risks associated with construction management, financing, and unforeseen circumstances that may disrupt the development process.

The schedule is intended to be a "living document" which will be refined by circumstances, decisions made jointly with the City of Fort Pierce with respect to the rezoning if any since the City introduced amendment 3, a Future Land Use Amendment that enable Pinnacle to leverage the Live Local Act, treating the site as General Commercial. Plus, the availability of Florida Housing Finance Corporation and other public funding sources as may be required to fully fund this effort. It reflects a "best case" scenario which assumes we secure funding in 2024 from one of the Florida Housing Request for Application (RFA) cycles, whether it be 9% Housing Credits, State Apartment Incentive Loan (SAIL) or Live Local Mixed Use, Mixed Income and Urban Infill funding.

Having proudly delivered over 11,000 units, Pinnacle emphasizes its commitment to on-time project completion. The inclusion of PC Building, LLC, our in-house construction management company, provides a strategic advantage by allowing us to advance development efficiently—an area where competitors often struggle to meet their commitments. Importantly, Pinnacle and PC Building maintain financial relationships with both the private and public sectors, ensuring the successful completion of the proposed development. Pinnacle will collaborate with the Florida Housing Finance Corporation, equity partners, lenders and local stakeholders on the underwriting and closing. PC Building will work closely with the building department, contractors, and subcontractors to ensure the project meets its milestones.





Small/Medium County 9% HC
Live Local mixed-Income/Mixed Use/Urban Infill
Live Local Redevelopment
All tasks in red are contingent on FHFC financing award

FINANCIAL PLAN

FINANCIAL PLAN
Project Financing

OVERALL EXPERIENCE

The principals and senior team at Pinnacle have developed, both at Pinnacle and in their prior ventures, tens of thousands of units of both multi-family affordable and market-rate housing. We have financed developments with a multitude of financial vehicles, including traditional financing, private equity, bonds, Housing Tax Credits, and the entire gamut of federal, state, local and private hard and soft debt sources.

Pinnacle utilizes several methods to ensure financial security once a development venture is initiated, which include:

- Thorough analysis of the capital costs to initiate developments, particularly redevelopment/ renovation in urban areas, using a conservative cost-estimating approach;
- Realistic projection of operating income and expenses for a development once "in service," using realistic market rents, and taking into account the latest data on rising expenses, vacancy rates and bad debts;
- Pragmatic interest and equity projections, accounting for market fluctuation between the time a development is committed and the time it closes and "locks in" actual rates;
- Adequate budgeting for lease-up expenses and ample reserves for the lease-up period to cover operating losses until a development is completely occupied; and
- Contingencies for unanticipated costs, both construction costs and “soft” costs.

Pinnacle’s reputation is based upon its ability to positively implement a development initiative with the lowest possible financial exposure. Such efforts have been a hallmark of our ventures and have led to a consistent positive working relationship with financial institutions and public entities.

Pinnacle will assume the financial risk of successful completion once the development plan is underway. The security for this project completion would be demonstrated by Pinnacle posting guarantees where necessary to lenders and equity investors in the implementation of the financing program. The guarantees include but are not limited to Construction Completion and Operating deficits.

Pinnacle's partners have the substantial financial capacity to accept this risk, which is noted by the willingness of lenders and investors to enter into business arrangements with Pinnacle on its many development ventures. Pinnacle is very conservative in its approach to new development ventures, and it recognizes that a failure to properly analyze market risks could collapse the development opportunity, and with it, Pinnacle's high standing in the investment community. Pinnacle accepts its financial risk and takes this process most seriously.

For the Moore’s Creek Redevelopment, Pinnacle is prepared to offer the following scenario for consideration. Pinnacle is open to discussing other options but feel this provides the best value to St. Lucie County, the City of Fort Pierce and the Fort Pierce Redevelopment Agency.

PROPOSED KEY BUSINESS TERMS AND OVERALL FINANCING STRATEGY

Pinnacle will develop the site in two phases:

85 units of affordable rental housing for families and the general population

72 units of affordable rental housing for seniors (age 62)

Pinnacle will attempt to execute both phases simultaneously but will likely only be able to secure financing for each phase sequentially over a period of a year or years, as such is dependent upon the competitive Florida Housing Finance Corporation award process for 9% Housing Tax Credits (HTCs) and other competitive affordable housing resources as further explained below.

The key financial and business strategy points are further delineated below.

- Pinnacle will enter into lease agreements with St. Lucie County, City and FPRA for a 99-year lease for all parcels. The consideration for these leases will be in the form of a capital lease payment of $10,000 for each developed unit in each phase, payable at the closing of construction financing, and then a $1 per year rent payment thereafter. This would result in the up-front payment of $1.57 million to the landowners.

- We will ask that both St. Lucie County and the City of Fort Pierce each designate a respective phase of development its only designated "Local Government Area of Opportunity (LGAO)" in order to apply for 9% Housing Tax Credits to Florida Housing Finance Corporation in the 2025 annual Request for Applications (RFA) cycle (RFA #2025-201) and at least the next two successive cycles thereafter. By way of example, the City could designate the elderly phase of development its LGAO, and the County could designate the family development its LGAO. The required amount of LGAO support can be a loan or grant and in this past cycle, the amount of required LGAO support was $460,000, which means both the City and County would each make a commitment in this amount which is contingent on an award of HTCs, and not funded until construction commencement. This would give us two opportunities in each cycle to prevail.

- These cycles will likely take place in July of each year. As the City of Fort Pierce has learned with the proposed Sunrise Village development, persistence in seeking an award as an LGAO development in crucial. Florida Housing rewards "continuous support" that carries over multiple cycles, leading to much greater probability in later cycles of success.

- We believe a 9% allocation is the best execution of the deal with less government subsidy required, and if at least one phase is financed with 9% HTCs, it will catapult our development plans forward. However, if other soft sources of funding are available and identified and we are only successful in securing one 9% award, we can also attempt to submit an application for the 4% HTCs with State Apartment Incentive Loan (SAIL) Funding. We will also monitor other funding rounds such as those resulting from the additional funding appropriated in the Live Local Act to allow for financial feasibility. An award of the 9% HTCs would be made at the end of Q2, likely in August if the application cycles are held in July.

- Our overall objective is to leverage this opportunity to finance this development using our years of experience in securing HTCs from Florida Housing, as the principals of Pinnacle have been active participants in these application cycles since the 1990s.

- The total projected development cost for both phases combined is $60.53 million.

- We are assuming that zoning and land use amendments will be in place by July of 2025 such that 157 total units will be permitted by right utilizing Live Local Act regulations, as discussed in Addendum #3 to the RFP.

RENT LEVELS AND UNIT MIX

The development will include two phases totaling 157 units. Given market conditions and occupancies of other recent developments in St. Lucie County, we are proposing the units be set aside at 60% AMI or below. The Florida Housing RFAs will require that 10% of the units be at 40% AMI. One half of these 40% AMI units will be set-aside for persons with Special Needs. Pinnacle will enter into a Memorandum of Understanding (MOU) with a Special Needs Household Referral Agency who will refer tenants to the property. The Florida Housing Finance Corporation (FHFC) provides a current list of designated Special Household Referral Agencies for each county. Pinnacle has worked with several agencies across the State and has had great success.

Below is a table of the unit mix for each phase. Note that we have included our proposed four (4) live / work units (with a retail bay on the first floor with a 1-bedroom living area above) in the elderly phase, but that decision is not sacrosanct and can be moved to the family phase if it best fits our overall development plan. Pinnacle has enjoyed success with live / work units on several properties throughout the state and believes this is a more viable option than strictly commercial / retail space, as it will help grow emerging entrepreneurs who will gain access to customers while establishing a business at reduced overhead. We also intend to work closely with community stakeholders to identify candidates for these spaces.

The proposed unit mix for each phase is as follows:

Family Phase

Distribution of Total Units:	**Unit Count**	**% of Total**
40% AMI	9	10%
60% AMI	72	90%
Live / Work Units	0	0%
Total Units	**85**	**100%**

All Units:	**Unit Count**	**Unit Size***	**Total Net Rentable SF***	**Unit Mix %**
1 BD / 1 BA	47	700	32,900	55%
2 BD / 2 BA	34	950	32,300	40%
3 BD / 2 BA	4	1,100	4,400	5%
Common Area			12,000	
Total	**84**		**81,600**	**100%**

Distribution of Total Units:	Unit Count	% of Total
40% AMI	8	11%
60% AMI	60	83%
Live / Work Units	4	6%
Total Units	**72**	**100%**

All Units:	Unit Count	Unit Size*	Total Net Rentable SF*	Unit Mix %
1 BD / 1 BA	49**	700	37,100	68%
2 BD / 2 BA	23	950	21,850	32%
Common Area			11,000	
Total	**72**		**69,950**	**100%**

*All square footages are estimated and subject to final design.

**Includes the 4 live/work spaces which are estimated to be 1,400 square feet each (700 for living space and 700 for work space).

15-YEAR OPERATING PROFORMA

Pinnacle has made the following assumptions in regard to the operating budget for each phase:

- 3 employees: a property manager and maintenance supervisor each making $50k and a porter making $40k. Benefits are assumed to be 30%.
- The Administration line-item also includes marketing.
- Contract services include pest control, landscape, elevator service and security.
- The insurance cost includes property, liability, and windstorm
- Property tax estimates assume the current tax rates based on an income approach
- Replacement Reserves are required by investors and lenders for long-term capital improvements.

Our projected capital sources and uses of funds, rental rates and income projections and 15-year operating pro-forma are included for each phase behind this narrative.

ADDITIONAL CONSIDERATIONS

With respect to the Community Resource/Family Success Center (the "Center"), we reiterate that we cannot afford to finance a public building and imbed those costs into our proposed residential development. It is a public facility building that, given the specifications for the Center as described in Addendum #4, could cost as much as $10 million.

However, we are willing to explore options for developing the building with St. Lucie County under the following parameters:

- Financing sources could be identified, which could include a combination of the following: a) State, County or City capital funding, b) private debt with payment guarantees and debt service made by the County, c) proceeds from the Ground Lease payments set forth above, and d) New Markets Tax Credits.
- Pinnacle could enter into a Design/Build Agreement to construct the facility once all resources are committed.

Overall, our Financial Plan is a sound strategy that meets the needs of the marketplace, and if given a chance to be successful through strategic patience, can reap everlasting rewards for the citizens of Fort Piece and the County at large.

CONFIDENTIALITY AND "TRADE SECRET"

The Pinnacle family of companies has unparalleled financial strength and capabilities to comply with any and all requirements of this RFP, and has leveraged billions of dollars of debt and equity for its many successful developments since its founding. Upon request Pinnacle will provide any relevant financial documents to ascertain its ability to perform the Moore's Creek Model Block project.

We respectfully request ahead of time for protection of the confidentiality and "trade secret" nature of the information that will be provided when requested, pursuant to Florida Statutes, Chapter 119.071. We ask this information not be distributed, disseminated or released other than for the purpose of evaluating our response under this RFP, and not be made available or treated as public records pursuant to 119.071, FS.

Any questions or inquiries concerning this financial information can be directed to Coraly Rodriguez, Partner/CFO at cory@pinnaclehousing.com.

August 20, 2024
City of Ft. Pierce (St. Lucie County)
FAMILY DEMOGRAPHIC
40% at 60% AMI

Phase 1: Development Cost Proforma

MOORES CREEK DEVELOPMENT
COST PROFORMA

	PER UNIT COSTS	TOTAL COSTS	ELIGIBLE BASIS
USES			
Acquisition/Land (capitalized lease)	10,000	850,000	0
Demolition	**3,529**	**300,000**	**0**
Accounting	882	75,000	75,000
Appraisal	138	11,750	11,750
Architect Fees - Design/Superv.	7,059	600,000	600,000
Broker Fees	0	0	0
Building Permits	4,706	400,000	400,000
Engineering Fees	3,529	300,000	286,500
Survey Fees	412	35,000	35,000
Environmental	588	50,000	50,000
Soils	176	15,000	7,500
Finance Fees	3,745	318,316	180,000
Green Certification	353	30,000	30,000
Net Impact Fees	10,765	914,999	914,999
Plan and Cost Review	88	7,500	7,500
Inspection Fees	412	35,000	35,000
Insurance - Bldrs Risk	2,769	235,396	235,396
Insurance - Perm	1,900	161,500	0
Legal Fees	3,529	300,000	25,000
Market Study	88	7,500	0
Property Taxes	1,543	131,138	0
Utility Connection Fees	4,706	400,000	400,000
Tax Credit Fees	6,596	560,698	0
Title Insurance & Recording	**1,765**	**150,000**	**150,000**
Marketing	1,176	100,000	0
Operating Reserve	2,679	227,714	0
Soft Cost Contingency	2,340	198,904	0
Land Loan Interest		0	0
Construction Loan Interest	18,937	1,609,607	871,871
Construction Costs	**230,780**	**19,616,310**	**19,366,310**
Hard Cost Contingency	11,539	980,814	980,814
FFE/Amenities	4,706	400,000	400,000
Washers/Dryers	1,900	161,500	0
Developer Fee	53,301	4,530,550	4,530,550
TOTAL USES	396,638	33,714,195	29,593,189

SOURCES			
TAX CREDIT EQUITY	331,261	28,157,184	$ 0.88
1ST MORTGAGE-CONVENTIONAL	30,000	2,550,000	
2ND MORTGAGE- LGAO	5,412	460,000	
DEFERRED DEVELOPER FEE	29,965	2,547,011	

Phase 1: Operating Proforma

ELI units: 10% at 40% Per RFA
5 of 9 ELI units are Link with special needs
ST. LUCIE COUNTY

MOORES CREEK
OPERATING PROFORMA

85 TOTAL UNITS
85 AFFORDABLE UNITS
0 MARKET UNITS

Size		AMI%	No. Units	2024 Gross Rent	Electric Less: Util. Allow	Max Net Rent	Proforma Net Rent	Annual Income
1BR/1BA40%		40%	5	688	(99)	589	589	35,340
1BR/1BA60%		60%	42	1,032	(99)	933	933	470,232
	47	55.29%						
2BR/2BA40%		40%	4	826	(132)	694	694	33,312
2BR/2BA60%		60%	30	1,239	(132)	1,107	1,107	398,520
	34	40.00%						
3BR/2BA40%		40%	0	954	(161)	793	793	0
3BR/2BA60%		60%	4	1,431	(161)	1,270	1,270	60,960
	4	4.71%						
		100.00%	85					

Gross Rental Income					**998,364**
Plus: Washer/Dryer Rentals	50	MONTH	70%	CAPTURE	35,700
Plus: Other Income	10	MONTH	100%	CAPTURE	10,200
Total:					45,900
Gross Potential Income					1,044,264
Less: Vacancy			**5.0%**		(52,213)
Effective Gross Income					**992,051**
Less: Operating Expenses			$8,483	per unit	(721,028)
Less: Replacement Reserve			$300	per unit	(25,500)
		TOTAL	$8,783	per unit	(746,528)
Net Operating Income					**245,523**
DEBT SERVICE:					
1ST MORTGAGE-CONVENTIONAL			**$2,550,000**	**5.50%**	(164,327) 35 yr Amortization
2ND MORTGAGE- St. Lucie County Funds			**460,000**	**0.00%**	0
Remaining Cash Flow					**$81,196**
Debt Service Coverage					**1.49 X**

Phase 1: 15-Year Operating Proforma

MOORES CREEK **85 units**
15 YEAR OPERATING PROFORMA

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
GROSS RENTAL INCOME	2.00%	998,364	1,018,331	1,038,698	1,059,472	1,080,661	1,102,275	1,124,320	1,146,806	1,169,743	1,193,137	1,217,000	1,241,340	1,266,167	1,291,490	1,317,320
PLUS: OTHER INCOME		45,900	46,818	47,754	48,709	49,684	50,677	51,691	52,725	53,779	54,855	55,952	57,071	58,212	59,377	60,564
LESS: VACANCY		(52,213)	(53,257)	(54,323)	(55,409)	(56,517)	(57,648)	(58,801)	(59,977)	(61,176)	(62,400)	(63,648)	(64,921)	(66,219)	(67,543)	(68,894)
EFFECTIVE GROSS INCOME		992,051	1,011,892	1,032,130	1,052,772	1,073,828	1,095,304	1,117,210	1,139,555	1,162,346	1,185,593	1,209,304	1,233,490	1,258,160	1,283,323	1,308,990
EXPENSE ASSUMPTIONS:	3.00%															
	PER UNIT															
MANAGEMENT FEE	584	49,603	50,595	51,606	52,639	53,691	54,765	55,861	56,978	58,117	59,280	60,465	61,675	62,908	64,166	65,449
MARKETING/ADMINISTRATION	400	34,000	35,020	36,071	37,153	38,267	39,415	40,598	41,816	43,070	44,362	45,693	47,064	48,476	49,930	51,428
ELECTRIC	200	17,000	17,510	18,035	18,576	19,134	19,708	20,299	20,908	21,535	22,181	22,847	23,532	24,238	24,965	25,714
WATER/SEWER (individually metered? If so, drop to $75/unit)	500	42,500	43,775	45,088	46,441	47,834	49,269	50,747	52,270	53,838	55,453	57,116	58,830	60,595	62,413	64,285
WASTE REMOVAL	225	19,125	19,699	20,290	20,898	21,525	22,171	22,836	23,521	24,227	24,954	25,702	26,473	27,268	28,086	28,928
PAYROLL	2,141	182,000	187,460	193,084	198,876	204,843	210,988	217,318	223,837	230,552	237,469	244,593	251,931	259,488	267,273	275,291
MAINTENANCE/REPAIR	450	38,250	39,398	40,579	41,797	43,051	44,342	45,673	47,043	48,454	49,908	51,405	52,947	54,535	56,171	57,857
CONTRACT SERVICES	833	70,800	72,924	75,112	77,365	79,686	82,077	84,539	87,075	89,687	92,378	95,149	98,004	100,944	103,972	107,091
INSURANCE	1,900	161,500	166,345	171,335	176,475	181,770	187,223	192,839	198,625	204,583	210,721	217,042	223,554	230,260	237,168	244,283
TAXES	1,250	106,250	109,438	112,721	116,102	119,585	123,173	126,868	130,674	134,594	138,632	142,791	147,075	151,487	156,032	160,713
RESERVES	300	25,500	26,265	27,053	27,865	28,700	29,561	30,448	31,362	32,303	33,272	34,270	35,298	36,357	37,448	38,571
	8,783	746,528	768,427	790,974	814,187	838,087	862,692	888,025	914,108	940,961	968,609	997,074	1,026,382	1,056,556	1,087,624	1,119,611
NET OPERATING INCOME	2,889	245,523	243,464	241,155	238,585	235,741	232,612	229,185	225,447	221,385	216,984	212,230	207,109	201,604	195,699	189,379
DEBT SERVICE		(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)	(164,327)
CASH FLOW		81,196	79,137	76,828	74,258	71,414	68,285	64,858	61,120	57,058	52,657	47,903	42,782	37,277	31,372	25,052
Debt Service Coverage - FIRST MORTGAGE ONLY		1.49	1.48	1.47	1.45	1.43	1.42	1.39	1.37	1.35	1.32	1.29	1.26	1.23	1.19	1.15

August 20, 2024
City of Ft. Pierce (St. Lucie County)
ELDERLY DEMOGRAPHIC
40% at 60% AMI

Phase 2: Development Cost Proforma

MOORES CREEK
DEVELOPMENT COST PROFORMA

USES	PER UNIT COSTS	TOTAL COSTS	ELIGIBLE BASIS
Acquisition/Land (capitalized lease)	10,000	720,000	0
Demolition	**4,167**	**300,000**	**0**
Accounting	1,042	75,000	75,000
Appraisal	163	11,750	11,750
Architect Fees - Design/Superv.	6,944	500,000	500,000
Broker Fees	0	0	0
Building Permits	4,861	350,000	350,000
Engineering Fees	4,167	300,000	286,500
Survey Fees	486	35,000	35,000
Environmental	694	50,000	50,000
Soils	208	15,000	7,500
Finance Fees	4,081	293,816	147,000
Green Certification	417	30,000	30,000
Net Impact Fees	11,159	803,471	803,471
Plan and Cost Review	104	7,500	7,500
Inspection Fees	486	35,000	35,000
Insurance - Bldrs Risk	2,773	199,673	199,673
Insurance - Perm	1,900	136,800	0
Legal Fees	4,167	300,000	25,000
Market Study	104	7,500	0
Property Taxes	388	27,922	0
Utility Connection Fees	4,861	350,000	350,000
Tax Credit Fees	7,162	515,698	0
Title Insurance & Recording	**2,083**	**150,000**	**150,000**
Marketing	1,389	100,000	0
Operating Reserve	2,806	202,027	0
Soft Cost Contingency	2,416	173,921	0
Land Loan Interest		0	0
Construction Loan Interest	19,548	1,407,469	762,379
Construction Costs	**231,104**	**16,639,456**	**16,389,456**
Hard Cost Contingency	11,555	831,972	831,972
FFE/Amenities	4,861	350,000	350,000
Washers/Dryers	1,900	136,800	0
Developer Fee	54,046	3,891,291	3,891,291
TOTAL USES	402,043	28,947,066	25,288,493

SOURCES			
TAX CREDIT EQUITY	329,967	23,757,624	$ 0.88
1ST MORTGAGE-CONVENTIONAL	47,222	3,400,000	
2ND MORTGAGE- LGAO	6,389	460,000	
DEFERRED DEVELOPER FEE	18,464	1,329,442	

Phase 2: Operating Proforma

ELI units: 10% at 40% Per RFA
7 of 13 ELI units are Link with special needs
ST. LUCIE COUNTY

MOORES CREEK, LLC
OPERATING PROFORMA

72 TOTAL UNITS
72 AFFORDABLE UNITS
4 MARKET UNITS

Size		AMI%	No. Units	2024 Gross Rent	Electric Less: Util. Allow	Max Net Rent	Proforma Net Rent	Annual Income
1BR/1BA40%		40%	5	688	(99)	589	589	35,340
1BR/1BA60%		60%	40	1,032	(99)	933	933	447,840
1BR/1BA LIVEWORK MR		MR	4	2,000	0	2,000	2,000	96,000
	49	68.06%						
2BR/2BA40%		40%	3	826	(132)	694	694	24,984
2BR/2BA60%		60%	20	1,239	(132)	1,107	1,107	265,680
2BR/2BA LIVEWORK MR		MR	0	2,500	0	2,500	2,500	0
	23	31.94%						
		100.00%	72					
Gross Rental Income								869,844
Plus: Washer/Dryer Rentals			50	MONTH	70%	CAPTURE		30,240
Plus: Other Income			10	MONTH	100%	CAPTURE		8,640
Total:								38,880
Gross Potential Income								908,724
Less: Vacancy					5.0%			(45,436)
Effective Gross Income								863,288
Less: Operating Expenses					$7,881	per unit		(567,404)
Less: Replacement Reserve					$300	per unit		(21,600)
				TOTAL	$8,181	per unit		(589,004)
Net Operating Income								274,283
DEBT SERVICE:								
1ST MORTGAGE-CONVENTIONAL					$3,400,000		5.50%	(219,103) 35 yr Amortization
2ND MORTGAGE- LGAO					460,000		0.00%	0
Remaining Cash Flow								$55,181
Debt Service Coverage								1.25 X

Phase 2: 15-Year Operating Proforma

MOORES CREEK **72 units**
15 YEAR OPERATING PROFORMA

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
GROSS RENTAL INCOME	2.00%	869,844	887,241	904,986	923,085	941,547	960,378	979,586	999,177	1,019,161	1,039,544	1,060,335	1,081,542	1,103,173	1,125,236	1,147,741
PLUS: OTHER INCOME		38,880	39,658	40,451	41,260	42,085	42,927	43,785	44,661	45,554	46,465	47,395	48,342	49,309	50,295	51,301
LESS: VACANCY		(45,436)	(46,345)	(47,272)	(48,217)	(49,182)	(50,165)	(51,169)	(52,192)	(53,236)	(54,300)	(55,386)	(56,494)	(57,624)	(58,777)	(59,952)
EFFECTIVE GROSS INCOME		863,288	880,554	898,165	916,128	934,450	953,139	972,202	991,646	1,011,479	1,031,709	1,052,343	1,073,390	1,094,858	1,116,755	1,139,090
EXPENSE ASSUMPTIONS:	3.00%															
	PER UNIT															
MANAGEMENT FEE	600	43,164	44,028	44,908	45,806	46,723	47,657	48,610	49,582	50,574	51,585	52,617	53,669	54,743	55,838	56,954
MARKETING/ADMINISTRATION	400	28,800	29,664	30,554	31,471	32,415	33,387	34,389	35,420	36,483	37,577	38,705	39,866	41,062	42,294	43,563
ELECTRIC	200	14,400	14,832	15,277	15,735	16,207	16,694	17,194	17,710	18,241	18,789	19,352	19,933	20,531	21,147	21,781
WATER/SEWER	500	36,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275	45,604	46,972	48,381	49,832	51,327	52,867	54,453
WASTE REMOVAL	225	16,200	16,686	17,187	17,702	18,233	18,780	19,344	19,924	20,522	21,137	21,771	22,425	23,097	23,790	24,504
PAYROLL	2,528	182,000	187,460	193,084	198,876	204,843	210,988	217,318	223,837	230,552	237,469	244,593	251,931	259,488	267,273	275,291
MAINTENANCE/REPAIR	450	32,400	33,372	34,373	35,404	36,466	37,560	38,687	39,848	41,043	42,275	43,543	44,849	46,195	47,580	49,008
CONTRACT SERVICES	983	70,800	72,924	75,112	77,365	79,686	82,077	84,539	87,075	89,687	92,378	95,149	98,004	100,944	103,972	107,091
INSURANCE	1,900	136,800	140,904	145,131	149,485	153,970	158,589	163,346	168,247	173,294	178,493	183,848	189,363	195,044	200,895	206,922
TAXES - ELDERLY	95	6,840	7,045	7,257	7,474	7,698	7,929	8,167	8,412	8,665	8,925	9,192	9,468	9,752	10,045	10,346
RESERVES	300	21,600	22,248	22,915	23,603	24,311	25,040	25,792	26,565	27,362	28,183	29,029	29,899	30,796	31,720	32,672
	8,181	589,004	606,243	623,990	642,261	661,070	680,435	700,372	720,897	742,028	763,783	786,180	809,240	832,980	857,422	882,586
NET OPERATING INCOME	3,809	274,283	274,311	274,175	273,867	273,380	272,704	271,831	270,750	269,452	267,926	266,163	264,150	261,877	259,333	256,503
DEBT SERVICE		(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)	(219,103)
CASH FLOW		55,181	55,208	55,072	54,765	54,278	53,602	52,728	51,647	50,349	48,823	47,060	45,048	42,775	40,230	37,401
Debt Service Coverage - FIRST MORTGAGE ONLY		1.25	1.25	1.25	1.25	1.25	1.24	1.24	1.24	1.23	1.22	1.21	1.21	1.20	1.18	1.17

FINANCIAL CAPACITY

FINANCIAL CAPACITY
Letter of Reference

SEE NEXT PAGE

BANK OF AMERICA

Nicole Baldon
Senior Vice President
Senior Relationship Manager

Community Development Banking
101 E Kennedy Blvd, FL1-400-06-08
Tampa, FL 33602-5179
T 813.225.8428 M 704.737.3023
Nicole.Baldon@BofA.com

August 20, 2024

St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

Re: Request for Proposals No. 24-044, Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

To whom it may concern:

I am pleased to provide a letter of reference for Pinnacle Communities. Pinnacle has an excellent relationship with Bank of America. Pinnacle's leadership has proven to have good character and reliable execution.

All of Pinnacle entities are in good standing on all existing credit facilities with the Bank. The Bank has been a tax credit equity partner on several deals developed by Pinnacle. Pinnacle has personally guaranteed six loans in excess of $284 million dollars. Bank of America has stringent underwriting requirements, and Pinnacle has met or exceeded all the required criteria for creditworthiness. Based on our analysis, we believe that Pinnacle is capable, competent real estate developer with the financial strength knowledge and commitment necessary to get projects completed. The Bank has cultivated a strong business relationship with Pinnacle.

If you have any further questions, please contact my office.

Sincerely,

Nicole Baldon

Nicole Baldon
Senior Vice President, Senior Relationship Manager
Community Development Banking
Bank of America, N.A
704.737.3023

August 19, 2024
VIA ELECTRONIC MAIL

St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

Re: Request for Proposals No. 24-044, Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

Ladies and Gentlemen,

Citibank, N.A. ("Citi") is providing this letter in support of Pinnacle Communities, LLC's ("Pinnacle" or "Sponsor") response to Request for Proposals No. 24-044, Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project) (the "RFP").

Citi Community Capital ("CCC"), a line of business within Citi, finances both flow project finance and highly structured transactions for non-profit and for-profit affordable housing developers, Community Development Financial Institutions, and state and local government agencies. CCC has been ranked #1 among affordable housing lenders in the U.S. the last 13 years. In 2022 alone, CCC closed approximately 189 transactions in more than 20 states. These transactions financed new construction or rehabilitation of both affordable and mixed-income multifamily developments as well as mixed-use projects. CCC has closed 15 deals with Pinnacle since 2014 totaling more than $200 million in construction and permanent financing.

Based on Citi's preliminary review of the RFP and discussions with the Sponsor, Citi supports its submission under the RFP and may be interested in providing debt financing to the project (the "Project"), subject to Citi's internal loan review, underwriting and credit approval process.

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to Citi in its sole discretion. Furthermore, any such commitment would be subject to, among other things, (a) the satisfactory completion of Citi's customary due diligence review; (b) approval by Citi internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to Citi and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in Citi's judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither Citi nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to the Sponsor, the Project or any other person, claiming through the Sponsor or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, Citi will be acting solely as a principal and not as your agent, advisor or fiduciary. Citi has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and Citi will be deemed to create an advisory, fiduciary or agency relationship between us in respect of the Project. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with the Project, if you have not already done so.

CONTINUED ON NEXT PAGE

Citi acknowledges that Pinnacle may utilize this letter in connection with the submission of the RFP.

Please feel free to contact Adam Hurwitz at 561.347.3231 / adam.r.hurwitz@citi.com with any specific questions or concerns.

Sincerely,
Citibank, N.A.

Adam Hurwitz
Authorized Signatory

LICENSES

LICENSES
PC BUILDING



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CSONKA, CURTIS E

PC BUILDING, LLC
9100 S DADELAND BLVD, SUITE 700
MIAMI FL 33156

LICENSE NUMBER: CGC1531515
EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 06/18/2024

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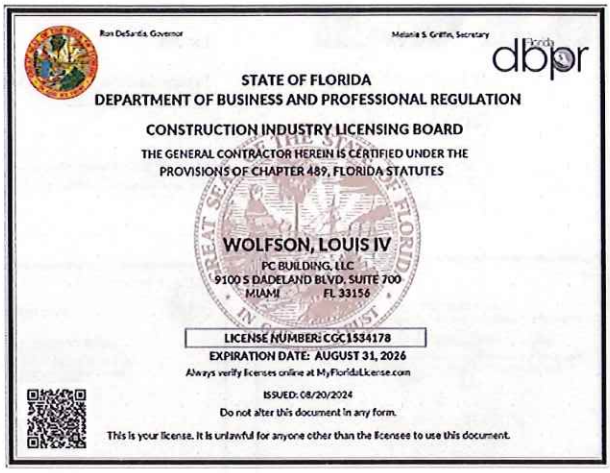

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WOLFSON, LOUIS IV

PC BUILDING, LLC
9100 S DADELAND BLVD, SUITE 700
MIAMI FL 33156

LICENSE NUMBER: CGC1534178
EXPIRATION DATE: AUGUST 31, 2026

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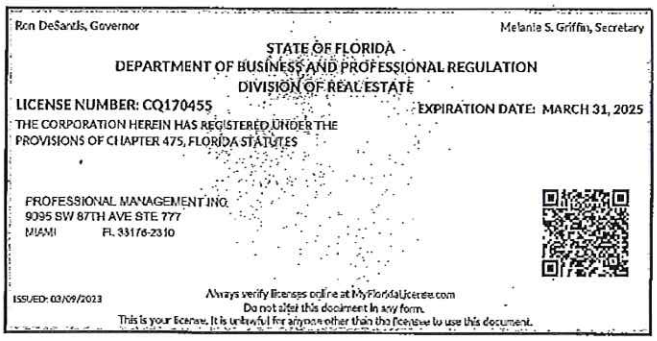
PROFESSIONAL MANAGEMENT INC



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: CQ170455
EXPIRATION DATE: MARCH 31, 2025

THE CORPORATION HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

PROFESSIONAL MANAGEMENT INC
9095 SW 87TH AVE STE 777
MIAMI FL 33176-2310

ISSUED: 03/09/2023

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: BO2011098
EXPIRATION DATE: MARCH 31, 2025

THE BRANCH OFFICE HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

PROFESSIONAL MANAGEMENT INC
1950 LEE ROAD #216
WINTER PARK FL 32789

ISSUED: 03/09/2023

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: CQ71097
EXPIRATION DATE: MARCH 31, 2025

THE CORPORATION HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

PROPERTY PROFESSIONALS INC
9095 SW 87TH AVE
MIAMI FL 33176-2310

ISSUED: 03/09/2023

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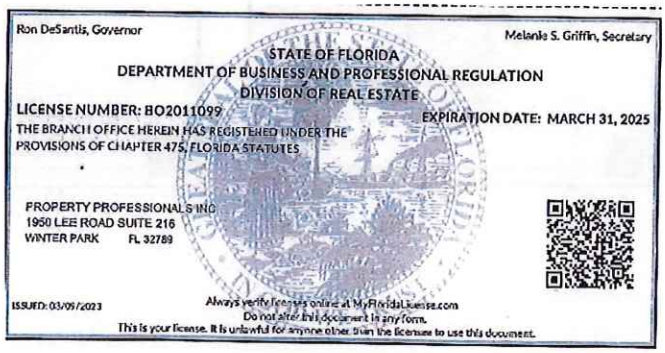

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: BO2011099
EXPIRATION DATE: MARCH 31, 2025

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PROPERTY PROFESSIONALS INC
1950 LEE ROAD SUITE 216
WINTER PARK FL 32789

ISSUED: 03/09/2023

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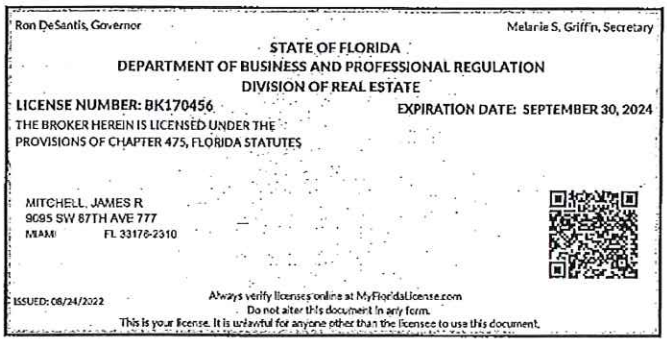

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: BK170456
EXPIRATION DATE: SEPTEMBER 30, 2024

THE BROKER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MITCHELL, JAMES R
9095 SW 87TH AVE 777
MIAMI FL 33176-2310

ISSUED: 08/24/2022

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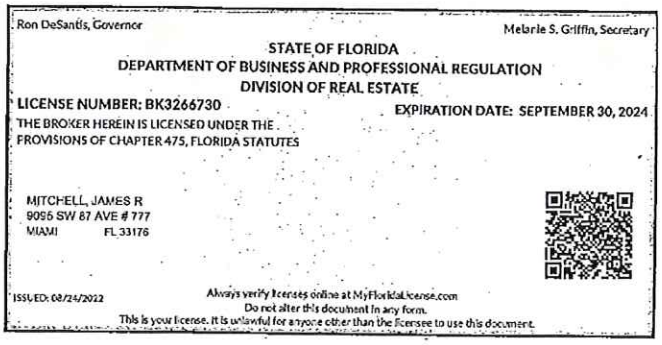

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

LICENSE NUMBER: BK3266730
EXPIRATION DATE: SEPTEMBER 30, 2024

THE BROKER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MITCHELL, JAMES R
9095 SW 87 AVE # 777
MIAMI FL 33176

ISSUED: 08/24/2022

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KEITH

AICP

Michael Joseph Vonder Meulen

HAS QUALIFIED AS A

MEMBER

AMERICAN INSTITUTE OF CERTIFIED PLANNERS

JULY 1991

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS7501

Professional Surveyor and Mapper
LUIS M SANTALIZ

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Ron DeSantis, Governor | Melanie S. Griffin, Secretary | dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PHILLIPS, MICHAEL J
470 NW 8TH STREET
BOCA RATON FL 33432

LICENSE NUMBER: LA0015540
EXPIRATION DATE: NOVEMBER 30, 2025

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ISSUED: 11-09-2023

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SCHUELER, KELLI BETH
3100 NW 51ST TER
MARGATE FL 33063

LICENSE NUMBER: LA0667545
EXPIRATION DATE: NOVEMBER 30, 2025

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

VALLE PELLOT, JORGE
1231 SW CENTURY AVE
PORT ST LUCIE FL 34953

LICENSE NUMBER: PE77039
EXPIRATION DATE: FEBRUARY 28, 2025

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TERRACON

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

HARRISON, STEVEN ADAM
457 SW 169TH TERRACE
WESTON FL 33326

LICENSE NUMBER: MRSA358
EXPIRATION DATE: JULY 31, 2024

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

HARRISON, STEVEN ADAM
457 SW 169 TERRACE
WESTON FL 33326

LICENSE NUMBER: PG1290
EXPIRATION DATE: JULY 31, 2024

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Professional Wetland Scientist

Gary K. Horak

Ron DeSantis, Governor | Melanie S. Griffin, Secretary | dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ZYSCOVICH, BERNARD
ZYSCOVICH, LLC
100 BISCAYNE BLVD 27TH FLOOR
MIAMI FL 33132

LICENSE NUMBER: AR0007410
EXPIRATION DATE: FEBRUARY 28, 2025

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ZYSCOVICH, LLC
100 BISCAYNE BLVD FL 27
MIAMI FL 331322306

LICENSE NUMBER: AA

EXPIRATION DATE: DOES NOT EXPIRE

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INSURANCE

LICENSES
Pinnacle

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 22930 Nine Mile Road Saint Clair Shores MI 48080	CONTACT NAME: Carol Butler PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: carol_butler@ajg.com
INSURED PINNHOU-01 Pinnacle at Peacefield LTD c/o Pinnacle 9400 Dadeland STE 100 Miami FL 33156	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Everest Indemnity Insurance Company — 10851 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 1677068513 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			CF3GL00409-231	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG General Agg Cap	$ 1,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CF3GL00409-231	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	GL - Self Insured Retention			CF3GL00409-231	9/1/2023	9/1/2024	SIR	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Terrorism Coverage is included for policies listed. Policy Cancellation Clause: 30 days notice, 10 days for non-payment of premium.

RE: Pinnacle at Peacefield, LTD. –2314, 2216, & 2122 Adams St, Hollywood, FL 33020 Certificate Holder is included as Additional Insured per General Liability form #CG2018 04 13 as required by written contract.

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
Hollywood FL 33020
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: MATT SPOWSKI
State Farm MATT SIPOWSKI MATT SIPOWSKI STATE FARM 3198 N FEDERAL HWY BOCA RATON, FL 33487	PHONE (A/C, No, Ext): 561-977-5555 FAX (A/C, No): 561-977-2625 E-MAIL ADDRESS: MATT.SPOWSKI.SM7D@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Florida Insurance Company	10739
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Pinnacle at Peacefield LTD
C/O PINNACLE COMMUNITIES
9400 S DADELAND BLVD STE 100
MIAMI, FL 33156

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
X	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	98-CSB3207	09/01/2023	09/01/2024	AGGREGATE	$ 10,000,000
	DED ☐ RETENTION $						DED	$ 0
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pinnacle at Peacefield, LTD. -2314, 2216 & 2122 Adams St. Hollywood, FL 33020 Certificate Holder is included as Additional Insured per General Liability form #CG2010 04 13 as required by written contract.

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
HOLLYWOOD, FL 33020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1001486 132849.14 (4-13-2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

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.

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PRODUCER Fortun Insurance LLC 1000 E Broward Blvd Ft Lauderdale FL 33301	**CONTACT NAME:** Shelley Browning **PHONE (A/C, No, Ext):** (954) 828-9948 **FAX (A/C, No):** (954) 828-9949 **E-MAIL ADDRESS:** shelley.browning@fortuninsurance.com
INSURED Pinnacle Communities LLC; *See full covered entities list in description box below 9100 South Dadeland Blvd., Suite 700 Miami FL 33156	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Technology Insurance Company /AmTrust — 42376 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 2024-25--- **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4409769	04/07/2024	04/07/2025	☒ PER STATUTE ☒ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
							Each Accident Disease Each Employee Disease Policy Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERED ENTITIES: Pinnacle Communities LLC; Pinnacle Housing Group LLC; PCDS Construction LLC; PC Building LLC; PHG Builders LLC; Pinnacles Communities II LLC

Project: Casanas Village at Frenchtown Square 448 W Georgia Street Tallahassee FL 32301

CERTIFICATE HOLDER	CANCELLATION
City of Tallahassee 300 S Adams Street Tallahassee FL 32301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Professional Management, Inc.

PROFEMAN11

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2024

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.

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PRODUCER	CONTACT NAME: USI Insurance Services
Commercial Lines - 305-443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	PHONE (A/C, No, Ext): 305-443-4886 FAX (A/C, No): E-MAIL ADDRESS: miagcerts@usi.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Professional Management, Inc., et al 9095 SW 87th Avenue Suite 777 Miami, FL 33176	INSURER A: Century Surety Company 36951 INSURER B: See attached INSURER C: Federal Insurance Company 20281 INSURER D: Evanston Insurance Company 35378 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 741490 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			CCP5001076	8/6/2024	8/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
C	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			93649174	9/8/2023	9/8/2024	EACH OCCURRENCE AGGREGATE	$ $10,000,000 $ $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Employment Practice			MKLV2MTD000207	10/03/2023	10/03/2024	Limit $1,000,000 Deductible $25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Unit Owner Name: n/a
Address: n/a

CERTIFICATE HOLDER

Professional Management, Inc.
9095 SW 87th Avenue, Suite 777
Miami, FL 33176

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

This certificate replaces certificate #24700 issued on 1/8/2024

Professional Management, Inc.

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 8/20/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext):	COMPANY
Commercial Lines - 305-443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133		—
FAX (A/C, No):	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		

INSURED	LOAN NUMBER	POLICY NUMBER
Professional Management, Inc., et al 9095 SW 87th Avenue Suite 777 Miami, FL 33176	EFFECTIVE DATE / EXPIRATION DATE	☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Bldg:
Location: 9095 SW 87th Avenue
Total # Units: 0

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
see attached for coverage information.		

REMARKS (Including Special Conditions)

Unit Owner Name: n/a
Address: n/a

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.

ADDITIONAL INTEREST

NAME AND ADDRESS			
Professional Management, Inc. 9095 SW 87th Avenue, Suite 777 Miami, FL 33176	☐ ADDITIONAL INSURED ☐ MORTGAGEE	☐ LENDER'S LOSS PAYABLE	☐ LOSS PAYEE
	LOAN #		
	AUTHORIZED REPRESENTATIVE		

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741490
This certificate replaces certificate# 724790 issued on 1/8/2024

ZYSCOVICH

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2024

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.

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PRODUCER	CONTACT NAME: Mayelyn Sala
RSC Insurance Brokerage, Inc. 750 Third Ave 15th Floor New York NY 10017	PHONE (A/C, No, Ext): (786) 201-1290 FAX (A/C, No): E-MAIL ADDRESS: msala@risk-strategies.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co A+(XV)	19682
INSURER B:	Hartford Casualty Insurance Co A+(XV)	29424
INSURER C:	Transportation Insurance Co A(XV)	20494
INSURER D:	Allied World Assurance Company A(XV)	19489
INSURER E:	Trumbull Insurance Company A+(XV)	27120
INSURER F:		

INSURED: Zyscovich, LLC, 100 N Biscayne Blvd, 27th Floor, Miami FL 33132

COVERAGES **CERTIFICATE NUMBER:** CL244137941 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			10UUNOL5867	04/02/2024	04/02/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10UENOL5868	04/02/2024	04/02/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductible	$ 1,000,000 $ $ $ $ 1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			10RHUOL5869	04/02/2024	04/02/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 736521746	01/01/2024	01/01/2025	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
D	Professional Liability Pollution Liability			0313-5660	10/06/2023	10/06/2024	Per Claim Aggregate Deductible	$5,000,000 $10,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is issued as evidence of insurance coverage only.

CERTIFICATE HOLDER

Evidence of Insurance

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

RSC Insurance Brokerage Inc.

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ABNEY & ABNEY, INC.

Client#: 1053313 ABNEYABN

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 3/28/2024

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.

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PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: TeamAECertificate@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D : Beazley Insurance Company, Inc.	37540
INSURER E :	
INSURER F :	

INSURED
Abney & Abney, Inc.
DBA: Abney + Abney Green Solutions
PO Box 919
Palm City, FL 34991

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 [ ] LOC [ ] OTHER:	X	X	6604106N924	04/03/2024	04/03/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	6604106N924	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10000	X	X	CUP7K870355	04/03/2024	04/03/2025	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB4R037087	04/03/2024	04/03/2025	[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
D	Professional Liability			C15SCL241501	04/03/2024	04/03/2025	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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KEITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: 053.Certs@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Transportation Insurance Company	20494
INSURER B:	The Continental Casualty Company	20443
INSURER C:	The Continental Insurance Company	35289
INSURER D:	National Fire Insurance Company of Hartford	20478
INSURER E:	Arch Insurance Company	11150
INSURER F:		

INSURED: KEITH & Associates, Inc., dba Keith
301 East Atlantic Blvd
Pompano FL 33060

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL/BA/WC/Umb/Prof **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7036722272	02/19/2024	02/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7036722417	02/19/2024	02/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7036722286	02/19/2024	02/19/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC736723311	02/19/2024	02/19/2025	X PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability\Pollution Liability			CPP006493604	02/19/2024	02/19/2025	Per Claim Aggregate	2,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TERRACON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY): 3/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com
INSURED 1312891	TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Allied World Assurance Company (U.S.) Inc.	19489
INSURER C : The Travelers Indemnity Company	25658
INSURER D : The Travelers Indemnity Company of America	25666
INSURER E : Lloyds of London	
INSURER F :	

COVERAGES ***MAIN **CERTIFICATE NUMBER:** 13881552 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	TC2J-GLSA-9P529930	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X CONTRACTUAL LIAB						MED EXP (Any one person)	$ 25,000
	X XCU COVERAGE						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	TC2J-CAP-131J3858	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X UMBRELLA LIAB [X] OCCUR	N	N	CUP-4W208814	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ $0							$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	UB-1T88663A (AOS)	4/1/2024	4/1/2025	X PER STATUTE [ ] OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		UB-1T885681 (AZ, MA, WI)	4/1/2024	4/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	CONTRACTORS POLLUTION LIAB	N	N	0312-6506	4/1/2023	4/1/2025	$10,000,000 EACH OCCURANCE/AGGREGATE	
E	PROFESSIONAL LIABILITY			LDUSA2405180	4/1/2024	4/1/2025	$1,000,000 EACH CLAIM/$1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

13881552
SPECIMEN

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

Joseph M Agnello

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ATTACHMENTS, FORMS AND ADDENDUMS

PART VI: FORMS & ATTACHMENTS

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

PROPOSAL COVER PAGE
SUBMIT ONE (1) UNBOUND HARD-COPY ORIGINAL DOCUMENT, AND FIVE (5) BOUND HARD COPIES, IN A SEALED PACKAGE TO:

PURCHASING DIVISION
ST. LUCIE COUNTY, FL
2300 Virginia Ave., Room 228
FORT PIERCE, FLORIDA 34982

DATE: 8/20/2024

FULL LEGAL COMPANY NAME: Pinnacle Communities II, LLC

CONTACT NAME & TITLE: Tim Wheat, Partner

CONTACT PHONE NUMBER: 305-710-8603

CONTACT EMAIL ADDRESS: TWheat@PinnacleHousing.com

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT A

AFFIDAVIT

TO: ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS FORT PIERCE, FLORIDA

At the time the Proposals are submitted, the Respondent shall attach to his RFP this sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the Proposer, association or corporation submitting the Request for Proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, personally appeared David O. Deutch who, being duly sworn, deposes and says he is President (Title) of Pinnacle Communities II, LLC (Proposer) the respondent submitting the attached Request for Proposal for the services covered by the RFP documents for **Request for Proposals No. 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)**

The affiant further states that no more than one Request for Proposal for the above referenced project will be submitted from the individual, his Proposer or corporation under the same or different name and that such respondent has no financial interest in the Proposer of another respondent for the same work, that neither he, his Proposer, association nor corporation directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposer's RFP on the above described project. Furthermore, neither the Proposer nor any of its officers are debarred from participating in public contract lettings in any other state.

Pinnacle Communities II, LLC
(Respondent Proposer)

David O. Deutch, President
(Signature – Authorized Representative)

President
(Title)

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

Subscribed and sworn to before me this 16 day of August, 2024, by David O. Deutch who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires: Nov. 6 2026

MILDRETD CARDOZO
Notary Public - State of Florida
Commission # HH 329518
My Comm. Expires Nov 6, 2026
Bonded through National Notary Assn.

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)
ATTACHMENT B

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {***Respondent***} Pinnacle Communities II, LLC,
being of lawful age and being duly sworn I, {***Affiant***} David O. Deutch, as
{***Position/Title***} President *(ex. CEO, officer, president, duly authorized representative, etc.)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 16 day of August, 2024.

Signature of Affiant

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

Subscribed and sworn to before me this 16 day of August, 2024, by David O. Deutch
✓ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:
Nov. 6 2026

MILDRETD CARDOZO
Notary Public - State of Florida
Commission # HH 329518
My Comm. Expires Nov 6, 2026
Bonded through National Notary Assn.

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT C

St. Lucie County Board of County Commissioners Drug-Free Workplace Form

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that

Pinnacle Communities II, LLC does:

Name of Proposer

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in St. Lucie County's Request for Proposal to provide ARP Compliance and Oversite Services, a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.

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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this Proposer complies fully with the above requirements.

Signature

8-16-24

Date

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT D

Conflict of Interest Disclosure Form

Project (RFP) Number/Description: Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Proposer's professional judgment in completing work for the benefit of St. Lucie County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Proposers are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Proposers, therefore, must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Proposer's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Legal Name of Respondent: Pinnacle Communities II, LLC

Authorized Representative(s):

Signature	David O. Deutch, President Print Name/Title
Signature	Print Name/Title

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT E

CLAIMS/LIENS/LITIGATION HISTORY

Respondents must provide accurate and factual information related to the questions provided below. Failure to appropriately disclose the information requested, including any and all explanations and/or details related to the answers provided may result in a Respondent being removed from further consideration under this RFP. Respondents may attach additional pages and/or documents as necessary to provide information as required.

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract dispute? Yes_____ No x If yes, please attach additional sheet(s) to include:

   Description o f every action.
   Captions o f the Litigation or Arbitration;
   Amount at issue:
   Name (s) of the attorneys representing all parties:
   Amount actually recovered, if any:
   Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
   Mechanic's Lien filed on May 16, 2024 by From Green to Greener, Inc. against an affiliate of Pinnacle, Berkeley Landing LLC (Owner). This lien was bonded on June 13, 2024 and will be contested by Owner and its General Contractor, PCDS Construction, LLC and a counter-claim is expected to be filed.

5. Have you ever abandoned a contract, been terminated for cause?
   Yes_____ No X if yes, please explain in detail:
   NONE

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No X if no, please explain why?
   NONE

7. List the status of all pending claims currently filed against your company:
NONE

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes_____No_X_____If yes, please explain each instance in detail: NONE

ATTACHMENT F

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Proposer shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Proposer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Proposer") agrees as follows:

(1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): David O. Deutch

SIGNATURE: David O Deutch, President

TITLE: President

NAME OF PROPOSER: Pinnacle Communities II, LLC

DATE: 8/20/2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Respondent certifies that, the Proposer or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-consultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP and shall not enter into any transaction with any sub-Consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Lucie County.

Handwritten Signature of Authorized Principal(s):

NAME (print): David O. Deutch

SIGNATURE: _____

TITLE: President

NAME OF PROPOSER: Pinnacle Communities II, LLC

DATE: 8/20/2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT H

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000). The undersigned [Proposer] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer, Pinnacle Communities II, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): David O. Deutch

SIGNATURE: David O Deutch, President

TITLE: President

NAME OF PROPOSER: Pinnacle Communities II, LLC

DATE: 8/20/2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT I

NON-COLLUSION CERTIFICATION

St. Lucie County requires, as a matter of policy, that any Proposer receiving a contract or award resulting from this Request for Proposal issued by St. Lucie County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our Proposer, partnership or corporation, that no members of the elected governing body of St. Lucie County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): David O. Deutch

SIGNATURE: David O. Deutch, President

TITLE: President

DATE: 8/20/2024

NAME OF PROPOSER/PARTNERSHIP/CORPORATION:

Pinnacle Communities II, LLC

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)
ATTACHMENT J
E-VERIFY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, David O. Deutch (hereinafter "Affiant"), being duly authorized by and on behalf of Pinnacle Communities II, LLC (hereinafter "Proposer") hereby swears or affirms as follows:

1. Proposer understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.

2. For the duration of Contract No._____(hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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.

3. Proposer shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.

4. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Lucie County may immediately terminate the Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Lucie County for any costs incurred by the St. Lucie County resulting from Proposer's breach.

DATED this 16 day of August, 2024.

David O. Deutch, President
Signature of Affiant

David O. Deutch, President
Printed Name & Title of Affiant

Pinnacle Communities II, LLC
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 16 day of August, 2024, by {*insert name and title of Affiant*}, who is personally known to me or has produced_____as identification.

MILDRETD CARDOZO
Notary Public - State of Florida
Commission # HH 329518
My Comm. Expires Nov 6, 2026
Bonded through National Notary Assn.

Notary Public
My Commission Expires: Nov. 6 2026

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT K

Respondents must submit proof of insurance coverages in the amount(s) stated herein, or a letter from an insurance provider attesting to the Respondent's ability to obtain coverages in the amount(s) stated herein upon award.

Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

CERTIFICATE(S) OF INSURANCE
(Attach or insert copy here)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 22930 Nine Mile Road Saint Clair Shores MI 48080	CONTACT NAME: Carol Butler PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: carol_butler@ajg.com
INSURED PINNHOU-01 Pinnacle at Peacefield LTD c/o Pinnacle 9400 Dadeland STE 100 Miami FL 33156	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Insurance Company — 10851 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1677068513 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CF3GL00409-231	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							General Agg Cap	$ 5,000,000
A	AUTOMOBILE LIABILITY			CF3GL00409-231	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	GL - Self Insured Retention			CF3GL00409-231	9/1/2023	9/1/2024	SIR	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Terrorism Coverage is included for policies listed. Policy Cancellation Clause: 30 days notice, 10 days for non-payment of premium.

RE: Pinnacle at Peacefield, LTD. –2314, 2216, & 2122 Adams St, Hollywood, FL 33020 Certificate Holder is included as Additional Insured per General Liability form #CG2018 04 13 as required by written contract.

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
Hollywood FL 33020
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm MATT SIPOWSKI MATT SIPOWSKI STATE FARM 6198 N FEDERAL HWY BOCA RATON, FL 33487	CONTACT NAME: MATT SIPOWSKI PHONE (A/C, No, Ext): 561-997-5555 FAX (A/C, No): 561-977-2625 E-MAIL ADDRESS: MATT.SIPOWSKI.SM7D@STATEFARM.COM
INSURED Pinnacle at Peacefield LTD C/O PINNACLE COMMUNITIES 9400 S DADELAND BLVD STE 100 MIAMI, FL 33156	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Florida Insurance Company — 10739 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
X	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	98-CSB3207	09/01/2023	09/01/2024	AGGREGATE	$ 10,000,000
	DED ☐ RETENTION $						DED	$ 0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pinnacle at Peacefield, LTD. –2314, 2216, & 2122 Adams St, Hollywood, FL 33020 Certificate Holder is included as Additional Insured per General Liability form #CG2018 04 13 as required by written contract.

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd.
HOLLYWOOD, FL 33020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

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.

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PRODUCER	CONTACT NAME: Shelley Browning
Fortun Insurance LLC 1000 E Broward Blvd. Ft Lauderdale FL 33301	PHONE (A/C, No, Ext): (954) 828-9948 FAX (A/C, No): (954) 828-9949 E-MAIL ADDRESS: shelley.browning@fortuninsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pinnacle Communities LLC; *See full covered entities list in description box below 9100 South Dadeland Blvd., Suite 700 Miami FL 33156	INSURER A: Technology Insurance Company /AmTrust	42376
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2024-25--- **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4409759	04/07/2024	04/07/2025	☒ PER STATUTE ☒ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
							Each Accident Disease Each Employee Disease Policy Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERED ENTITIES: Pinnacle Communities LLC; Pinnacle Housing Group LLC; PCDS Construction LLC; PC Building LLC; PHG Builders LLC; Pinnacles Communities II LLC

Project: Casanas Village at Frenchtown Square 448 W Georgia Street Tallahassee FL 32301

CERTIFICATE HOLDER

City of Tallahassee
300 S Adams Street
Tallahassee FL 32301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

OPTIONAL PROPOSAL CHECKLIST

SECTION	ATTACHMENT NAME	CHECK BOX	ST. LUCIE COUNTY USE
1	Proposal Cover Page & Cover Letter	x	
2	Company and Staff Qualifications	x	
	Attachment E - Claims/Liens/Litigation History	x	
3	Pricing	x	
4	Past Performance/Related Experience	x	
5	Approach and Methodology	x	
6	Socioeconomic Business Enterprise	x	
7	Administrative Information (include the following):	x	
8	Attachment A - RFP Affidavit	x	
	Attachment B - RFP Affidavit of Solvency	x	
	Attachment C - Drug Free Workplace Form	x	
	Attachment D - Conflict of Interest Disclosure Form	x	
	Attachment E – Claims/liens/Litigation History	x	
	Attachment F – Equal Opportunity Report Statement	x	
	Attachment G - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions	X	
	Attachment H – Byrd Anti-Lobbying Compliance	x	
	Attachment I - Non-Collusion Certification	x	
	Attachment J - E-Verify Affidavit	x	
	Attachment K - Proof of Insurance with Limits	x	
	Acknowledged Addenda	x	

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

May 9, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

The due date for RFP No. 24-044 has been changed to:

Wednesday, August 21, 2024, at 3:00 p.m.

Please sign and return by e-mail to ciminod@stlucieco.org.

Name of Firm: Pinnacle Communities II, LLC

Signature: David O. Deutch Digitally signed by David O. Deutch Date: 2024.08.20 15:51:43 -04'00'

Date: 8/20/2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

June 6, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

A Future Land Use (FLU) change is being initiated to change the FLU of the properties identified in the RFP to General Commercial. The General Commercial Land Use promotes mixed use and may permit certain development at a higher density under the LIVE LOCAL ACT. The LIVE LOCAL ACT allows development proposals for residential and mixed-use projects to be considered administratively by the City. Note that the proposed FLU change is contingent upon approval from local and state agencies."

Please sign and include in RFP proposal.

Name of Firm: Pinnacle Communities II, LLC

Signature: David O. Deutch Digitally signed by David O. Deutch Date: 2024.08.20 15:52:16 -04'00'

Date: 8/20/2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

June 27, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP proposal.

Name of Firm: Pinnacle Communities II, LLC

Signature: David O. Deutch Digitally signed by David O. Deutch Date: 2024.08.20 15:52:56 -04'00'

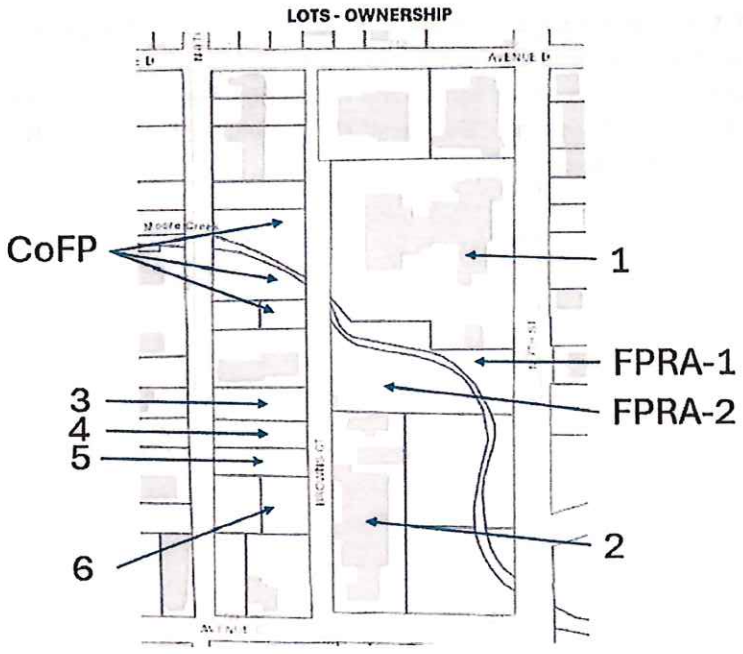
Date: 8/20/2024

Q1: I am reaching out to ask for clarity about addendum two. What is the implication of the land use change on all the 11 parcels? Will staff give direction on how the City and County interpret the Live Local Act?

A1: Please refer to the attached Review Standards, Map, and Table. The Future Land Use Change will allow the use of the provisions of the 'Live Local' Act. Any proposed development (having the benefit of a Commercial Land Use) can utilize the State Statute to fast track the approval process. The benefits are, high density, lower parking rate, reviewed administratively (No Planning Board or City Commission hearings).

An <u>ESTIMATED</u> housing unit yield calculation table is attached. The table identifies the maximum unit counts available under different zoning and future land use situations for 11 lots, these counts do not account for any existing site constraints or land development/stormwater requirements. The 'Existing Zoning column' shows what is permitted at present. An alternative 'Innovative Residential' development pathway is available (A mini-Planned Development). Changing the Future Land Use of all lots to High Density with an R-5 zoning increase provides the same yield as a Planned Development option without the option of a flexible site design (both options allow for an additional 40 units to be permitted based on local affordability standards). The final column calculates the potential unit yield using the provisions of 'Live Local'.

The City will use the attached Review Standards to assess 'Live Local' submittals. The Review will be based on the city's R-5 zoning district.



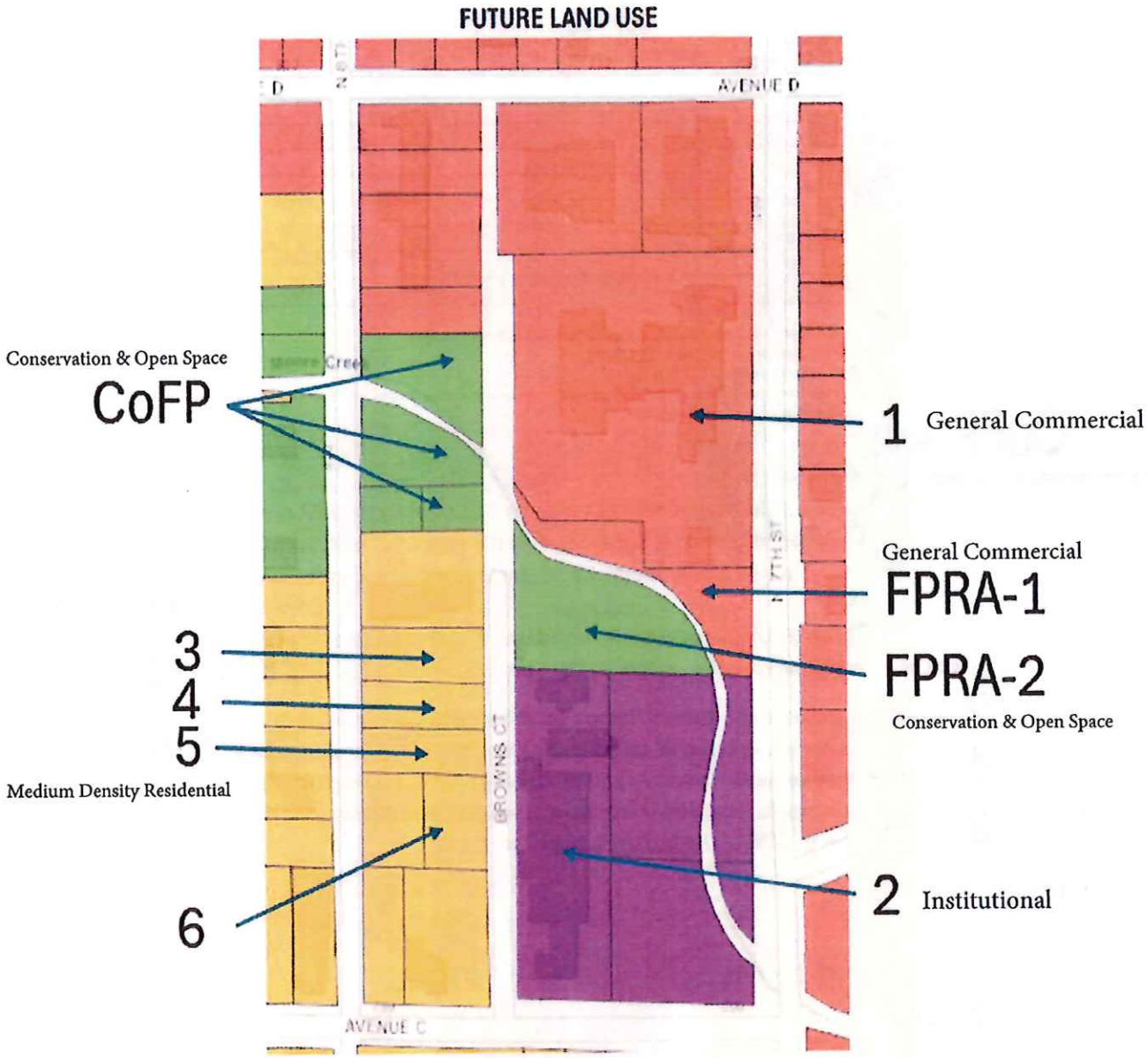
	+/- Acres	FLU/Zoning	Estimated Unit Yield				
			Existing Zoning [A]	Innovative Residential	FLU to High Density [B]	Planned Development [D]	Live Local Act [C]
Property 1	2.3	CG-C3	21	34	41	41	69
Property 2	0.96	INST-C3	0	0	17	17	28
Property 3	0.16	RM-R4	1	1	2	2	4
Property 4	0.17	RM-R4	2	2	3	3	5
Property 5	0.17	RM-R4	2	2	3	3	5
Property 6	0.18	RM-R4	2	2	3	3	5
FPRA-1	0.25	CG-C3	2	2	4	4	7
FPRA-2	0.46	COS-C3	0	0	8	8	13
CoFP	0.59	COS-OS/R-4	2	4	10	10	17
UNIFIED[E]	5.24	-	32	47	94	94	157

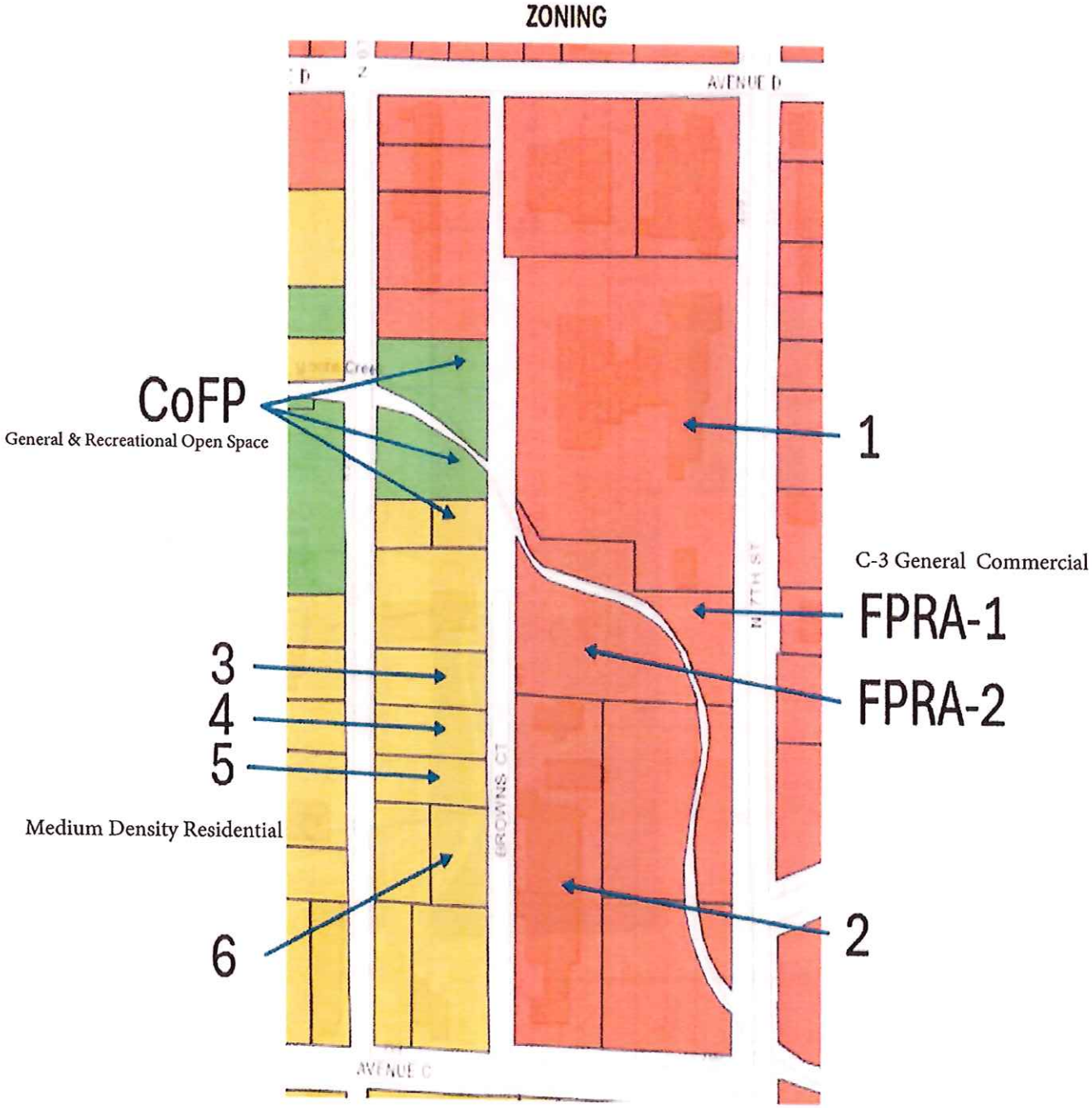
A: Based on maximum 20% residential floor area and unit size of 950 sq.ft. for Commercial Future Land Use
B: Based on all properties having FLU of High Density Residential & R-5 zoning
C: Based on all properties having FLU of Commercial
D: Unit count may be increased at a ratio of one market rate unit for every affordable unit up to 40 additional units - Not applicable to Live Local
E: Based on cumulative site area which may result in greater unit yield

Q2: What is the consequence if the State does not ratify the FLU prior to the RFP due date or at all? The CRA-owned sites are already zoned general commercial. Two out of the three St. Lucie parcels are General Commercial, and one parcel is zoned medium-density residential. The city of Fort Pierce's three parcels is conservation/open space.

Answer: The Future Land Use (FLU) amendment is considered as a Small-Scale Comprehensive Plan Map Amendment and as such will not require review by the State.

The map extracts below indicate the correct Future Land Use and Zoning of each of the parcels. The Future Land Use is of greater importance in consolidating the properties and to take advantage of the 'Live Local' act. The alternative would be to amend the zoning and FLU to High-Density Residential and R-5 zoning, the resultant unit yield would be lower than 'Live Local'. On its own, the Commercial General FLU restricts residential use to 20% of the project's total floorspace.


FUTURE LAND USE
AVENUE D
AVENUE C
BROWNS CT
7TH ST
Conservation & Open Space
CoFP
1 General Commercial
General Commercial
FPRA-1
FPRA-2
Conservation & Open Space
3
4
5
Medium Density Residential
6
2 Institutional


ZONING
AVENUE D
AVENUE C
BROWNS CT
CoFP
General & Recreational Open Space
1
C-3 General Commercial
FPRA-1
FPRA-2
3
4
5
Medium Density Residential
6
2

REVIEW OF AFFORDABLE HOUSING PROJECTS SUBMITTED - 'LIVE LOCAL' ACT

ZONING	Review under R-5 High Density Residential Zoning Code as this zoning district encourages Multi-family dwellings. In accordance with the City's land development regulations for multifamily developments.

Lot Size	No minimum	
Maximum Density du/ac	30	
Max Height within one mile	R-5	200ft
Lot Width	80ft	
Front Yard	25ft	
Side Yard	10ft	+ 1ft for every ft building is above 45ft
Rear Yard	20ft	+ 1ft for every ft building is above 45ft
Corner Side	15ft	
Mixed-Use	Allowed	
Distance between buildings	20ft	
Building Coverage	50%	
Parking	TBD	City must consider a reduction
Landscape Review	Required	
Design Review	Yes	
Affordable Dewellings	40%	State defintion
Income-eligible	30-years	City require document to confirm monitoring

PROCESS	Administrative

Technical Review Committee	Yes
Planning Board	No
City Commission	No

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

August 1, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP proposal.

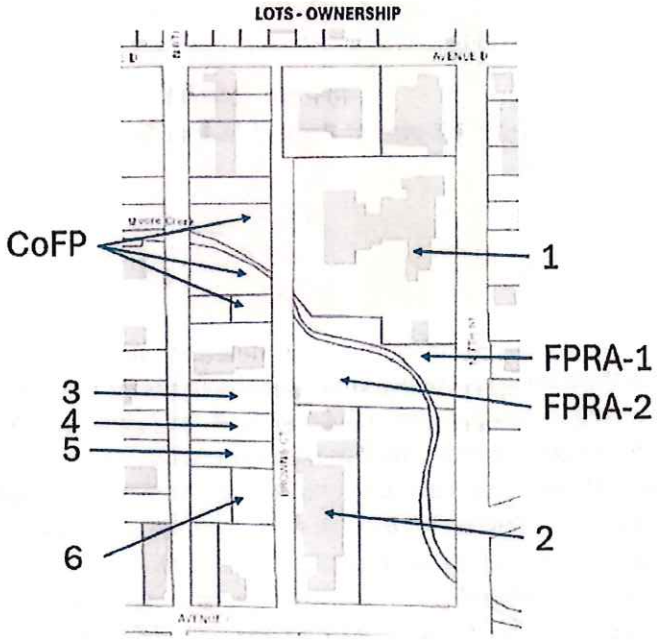
Name of Firm: Pinnacle Communities II, LLC

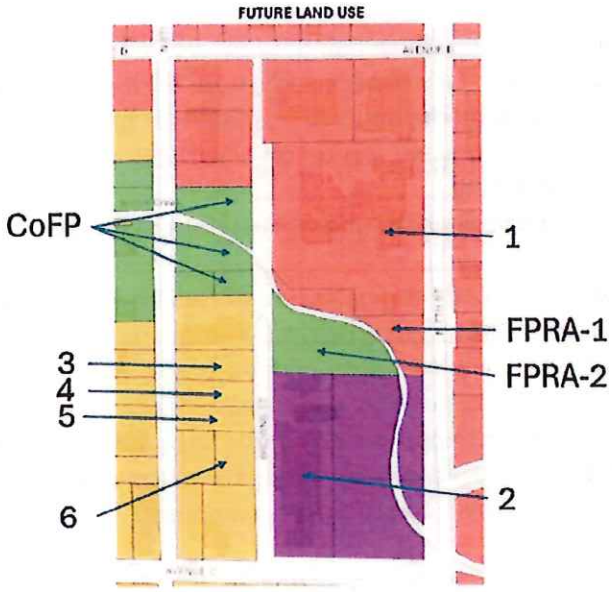
Signature: David O. Deutch Digitally signed by David O. Deutch Date: 2024.08.20 15:53:33 -04'00'

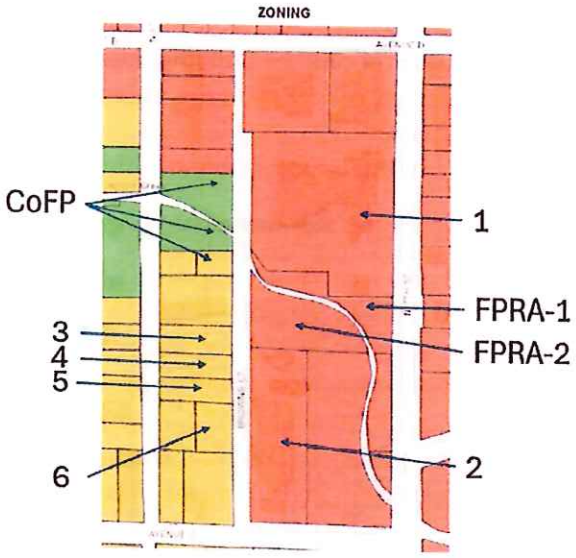
Date: 8/20/2024

1. The maps on Amendment 3 have no clear color-coded legend. Can you provide a legend for all maps?

Answer:







2. It seems like the plan is for some parcels to remain R-4 while others that are not currently R-4 will be changed to Commercial Land Use and Zoning, thereby allowing approvals equivalent to R-5 zoning under the Live Local Act. What is the reasoning behind not changing ALL parcels to Commercial Land Use and Zoning, thereby allowing R-5 by right under the Live Local Act while still allowing for a range of uses as Commercially-zoned properties? Such a strategy would seem to allow for maximum flexibility for both stakeholders and respondents.
   Answer: The City's intent is to amend the Future Land Use of all parcels to 'Commercial' in order to facilitate the use of all parcels to use the 'Live Local' the essential part to this is the Commercial Future Land Use (FLU), the zoning will be amended at the same time to suit the Commercial FLU – Live Local will be enabled with the FLU change.

3. Have the Future Land Use Amendment(s) and rezoning requests come before the City of Fort Pierce City Commission for a public hearing(s) or are they scheduled to do so before the RFP deadline? Please provide the dates of hearings that have been held or are expected to be held. If not, please provide drafts of any LUPA and zoning requests prepared for consideration, if available.
   Answer: Not at this time – Anticipated September-October.

4. The Board of Trustees of The Internal Improvement Fund owns approximately 1.5 acres adjacent to the east of the County Health Department building at the corner of Browns Court and Avenue C, which is bisected by Moore's Creek. Has the City, CRA or County had any conversations with the State concerning leasing or acquiring this property?
   Answer: This entity was approached about the potential for this land to be included, however it is being utilized through a long-term lease with a state agency and is not available to be utilized as part of the development.

5. Will there be a pre-submittal conference, or a site visit scheduled for prospective respondents before the RFP response is due? Will the County and/or City agree to provide scheduled tours and inspection of the existing properties?

Answer: If you are interested in touring the building that currently houses the Family Success Center, please contact Jennifer Hance, Community Services Director at hancej@stlucieco.org or (772) 462-1777. Please note that you will be unable to tour the WIC and Doctors office area of the building due to patient privacy. Appointments only.

6. On Page 6, Section B, the "Objective" is stated as follows:

The Parties goal is to solicit interested parties who are qualified and experienced to develop a "Model Block" for the Lincoln Park neighborhood. Services to be considered for this "Model Block" project include, but are not limited to, affordable housing, retail opportunities commercial/retail/office opportunities, community resource/family success center, and onsite parking. The community resource/family success center is intended to include the St. Lucie County Community Services offices (Housing, Human Services, and Veteran Services) as well as Women, Infants and Children (WIC) and Florida Community Health Center (OB-GYN/Pediatrics).

The specific program for the public sector services within the "Community Resource/Family Success Center" are ambiguous and no specific guidance is provided for respondents to gauge how to design and program for these requirements, and whether it is even explicit that respondents address these requirements in their response. In order to respond appropriately (if respondents are expected to address the development of such facilities), we would need to be advised of the following:

- Provide a table of the square footage requirements for each public component (Housing, Human Services, Veterans Services, WIC and Florida Community Health Center, etc.).

  Answer: Family Success Center total square footage: 20,300 sq. ft.

  - **Community Services: 6,100 sq. ft.**
  - **Veterans Services: 800 sq. ft.**
  - **WIC: 2200 sq. ft.**
  - **Clinic FCHC: 7,500 sq. ft.**
  - **Shared public bathrooms, Conference room, Lobby space & Hallways: 3,700 sq. ft.**

  Staff are suggesting the building size be increased by no less than 20% to provide for future growth and an additional appropriate maintenance storage and workspace of approximately 200-400 sq. ft.

- Advise of any unique structural, mechanical/electrical/plumbing needs for these services.

  Answer: Possible plumbing and electrical requirements for medical clinic space and equipment.

  Backup power generator.

  Negative Air equipment for medical use.

  Hurricane rated building, windows, doors, etc...

Refrigeration for medicine storage.

Security needs for public and private access

Sufficient parking for Employees, visitors, bus stop

- Inform respondents of the applicable regulations for designing and constructing such spaces for the public benefit and/or to be owned by the public.

  Answer: ADA Compliant. Life safety systems – fire alarm, suppression, backup generators, emergency lighting, alarm system and emergency response call system.

- Indicate who would be expected to own and operate these facilities long-term after completion.

  Answer: This is yet to be seen. The selected developer and St. Lucie County can further discuss the particulars of this.

- Would shared parking with the residential and commercial components and these facilities be considered and allowed?

  Answer: Yes, shared parking would be considered if accompanied with an analysis.

7. Is there any due diligence information on the parcels available for review, such as surveys, title policies, Phase I and Phase II environmental audits, asbestos and lead paint surveys, environmental native species and wetland assessments, etc.?
   Answer: This information is not available.

8. Do the proposed zoning alternatives limit the number of stories or building height that may be necessary to achieve the allowable density? There is a 45' height plus additional setback for every added foot in height.
   Answer: If the Live Local Act was utilized then the site would be subject to the R-5 zoning district which has a height limitation of 200ft.

9. Will there be any relief in parking or shared parking between the proposed commercial and residential uses?
   Answer: Yes, accompanied with an analysis.

10. Is the FPRA (Fort Pierce Redevelopment Authority) to be a public park?
    Answer: The FPRA parcels (2410-601-0182-000-9 and 2410-601-0183-000-6) are currently being utilized as part of the Moore's Creek Linear Park which includes sidewalks, lighting, stormwater features, and parking.

11. Can the adjacent properties be combined to reduce the building setback requirements?
    Answer: Yes – The recommended methodology would be to assemble the parcels to such an economy of scale.

PINNACLE MEDIA COVERAGE

Pinnacle News Media Coverage News 2023-2024



Pictured is the site of the future Pinnacle at Tropical Pointe community located at 25155 S.W. 136th Ave. in an unincorporated area of Miami-Dade County.

Pinnacle Obtains $72.3M in Financing for Affordable Housing Development in Miami
April 6, 2023

MIAMI — Locally based developer Pinnacle has obtained $72.3 million in construction financing for an affordable housing development located in Miami's Princeton neighborhood. The 215-unit community, called Pinnacle at Tropical Pointe, will be located at 25155 S.W. 136th Ave. in an unincorporated area of Miami-Dade County. Bank of America, Citibank, Miami-Dade County, Miami-Dade County Housing Finance Authority and Florida Housing Finance Corp. contributed capital in the form of debt, LIHTC equity or subsidies. Set to open in late 2024, Pinnacle at Tropical Pointe will feature one- to four-bedroom apartments within six garden-style buildings reserved for residents earning up to 60 percent of the area median income. Amenities will include a swimming pool, fitness center, clubroom, business center, playground, barbecue area and a dog run.
https://rebusinessonline.com/pinnacle-obtains-72-3m-in-financing-for-affordable-housing-development-in-miami/

Pinnacle Nabs $89M for Affordable Development in Miami-Dade



Pinnacle scored $88.6 million in financing to build an affordable housing, garden-style development at the southern end of Miami-Dade County, the Miami-based developer announced. The six-building project, called **Pinnacle at Tropical Pointe**, will feature 215 units, a swimming pool, fitness center, and co-working space. All apartments will be priced for those earning up to 60 percent of the area's median income. Pinnacle purchased the 6.5-acre site at

25155 SW 136th Avenue in the Princeton neighborhood, located in an unincorporated part of Miami-Dade County, for $6.9 million in 2021. Pinnacle at Tropical Pointe, which broke ground earlier this month, is expected to be completed in 2024. **Bank of America** provided a $37 million construction loan and $30.6 million in tax credit equity. **Citibank** provided a permanent loan of $20 million. **Miami-Dade County** funneled an additional $1 million from its Development Inflation Adjustment Fund, which was created to help mitigate rising construction costs. The financing totals $88.6 million, though Pinnacle says it's now down to $72.3 million since there's been a paydown of the construction loan, which lowered the amount of the permanent loan. "By tapping into a variety of funding sources and working closely with local governments and financial institutions, together we can bring affordable housing to hundreds of cost-burdened members of our community despite the soaring costs of construction,"**David O. Deutch**, partner at Pinnacle, said in a statement. Construction for Pinnacle's development comes just weeks after the Florida legislature passed a sweeping affordable housing bill with over $700 million in funding for programs following three years of skyrocketing rents in the Sunshine State's urban centers.
https://commercialobserver.com/2023/04/pinnacle-at-tropical-pointe/

Pinnacle nabs $89M in construction financing for Princeton affordable rentals

Pinnacle scored $88.6 million in construction financing for an affordable apartment complex in south Miami-Dade County's Princeton neighborhood. The development firm has started building the 215-unit garden-style community on 6.5 acres at 25155 Southwest 136th Avenue in an unincorporated area of the county, according to a Pinnacle news release. Dubbed Pinnacle at Tropical Pointe, the six-building project will offer one- to four-bedroom apartments reserved for households earning no more than 60 percent of the area's median income. Miami-Dade's AMI is $68,300, meaning a single renter can't earn more than $40,980 annually to qualify for an apartment, according to the Florida Housing Finance Corporation. The annual income limit is $46,800 for a household of two people; $52,680 for a household of three; and $58,500 for a household of four. The project is expected to be completed late next year, when leasing also will commence, the release says. Pinnacle's financing package consists of a $37 million construction loan from Bank of America, and a $20 million permanent loan from Citibank. The developer also obtained $30.6 million in tax-credit equity, and $1 million from Miami-Dade's Development Inflation Adjustment Fund, created to ease the expensive construction costs that ensued from a supply chain bottleneck caused by the pandemic. The financing package will be $72.3 million when interim construction debt is retired after the project is completed, according to Pinnacle. Pinnacle bought the development site for $6.9 million in 2021, records show. The Miami-based firm, which also has a construction division, has a portfolio of more than 10,000 multifamily units in Florida, Texas and Mississippi, according to its website. Founded in 1997, Pinnacle is led by partners Louis Wolfson III, David Deutch, Timothy Wheat and Coraly Rodriguez. The Pinnacle at Tropical Pointe project marks continued development appetite for south Miami-Dade. Aside from Princeton, the area consists of the municipalities of Homestead and Florida City, as well as the Naranja, Leisure City and Goulds neighborhoods. In Princeton, AMC Development Group wants to build four eight-story residential buildings with a combined 512 units at 12501 Southwest 236th Street. Pinnacle is betting on affordable housing at a time when it's sorely needed in South Florida. The region was cost burdened before the pandemic, and the influx of out-of-staters

exacerbated the issue over the past two years. Newcomers drove up apartment demand and rents. Last month, Gov. Ron DeSantis signed the Live Local Act that will pump $711 million into affordable housing financing programs and incentives for developers. The funding is meant to prompt low-income and moderate-income housing development across the state.
https://therealdeal.com/miami/2023/04/17/pinnacle-nabs-89m-in-construction-financing-for-princeton-affordable-rentals/

Hollywood Affordable Housing Development Secures $47.8M In Financing



Pinnacle has closed on $47.8 million in financing to build **Pinnacle 441 Phase 2**, an eight-story, 100-unit affordable housing development in Hollywood. This transit-oriented development will provide much-needed affordable housing along the rapidly growing State Road 7 corridor. Pinnacle 441 Phase 2 will rise on a 1.65-acre site at **6028 Johnson Street**, just west of the first phase of Pinnacle 441 (containing 113 affordable units and 8,000+ square feet of commercial and live/work space) currently under construction at the intersection of Johnson Street and US 441/SR 7. Construction of Phase 2 will begin in September 2023 and should be completed in 16 months.
Phase 2 consists of 1, 2 and 3-bedroom units. One unit will also feature a live/work space with commercial frontage on Johnson Street. The development will cater to individuals and families earning up to sixty percent (60%) of Broward County's median income, adjusted for family size. Phase 2 replaces a trailer park which was purchased and subsequently closed by Pinnacle with the support of community leaders who envisioned a revitalized SR 7 corridor.

"This project could not have been possible without the vision and strong support of the Hollywood City Commission and Broward County Board of County Commissioners, Florida Housing Finance Corporation, and all other partners who have worked hard to help us secure the financing needed to bring this project to fruition," said Pinnacle partner Timothy P. Wheat. "Pinnacle 441 Phase 2 is a major milestone in the city and county's joint efforts to address the affordable housing crisis in the region, redevelop the State Road 7 corridor, and focus on transit-oriented development. This is an excellent example of what can be achieved when elected officials, community leaders and developers work together."

Pinnacle 441 Phase 2 is being financed through a mix of funding sources, including tax credit equity financing from Bank of America, tax-exempt bonds issued by Broward County Housing Finance Authority allowing for both construction financing from Bank of America and permanent financing from Citibank, $10 million in gap financing from Broward County, $1,000,000 in financing from the City of Hollywood and $6,600,000 in loans from the Florida Housing Finance Corporation.

Pinnacle 441 Phase 2 residents will enjoy all of the amenities within the adjoining Phase 1 property such as a state-of-the-art fitness facility, virtual reality gaming room and indoor/covered outdoor lounge, and amenities unique to Phase 2, including indoor meeting space and a cyber lounge. Pinnacle 441 also includes a large public plaza at the intersection of SR 7 and Johnson Street, bike racks, and enhanced bus shelters offering connections to multiple routes, including BCT's express "441 Breeze." Pinnacle has also continued its long-standing commitment to install art in public places in the public plaza of Pinnacle 441 along with the additional donation of three smaller companion pieces in the City's linear park on the opposite side of State Road 7, all created by noted sculpture artist Clayton Swartz.

This project continues to expand Pinnacle's footprint in the City of Hollywood, where the company has developed approximately 1,000 units across five communities to date: Crystal Lakes, Parc Station, Pinnacle at Peacefield and Pinnacle 441. Pinnacle 441 Phase 2 will continue Pinnacle's mission of providing quality, affordable housing.
https://cre-sources.com/hollywood-affordable-housing-development-secures-47-8m-in-financing/

Pinnacle scores $48M financing for Hollywood affordable housing project
100-unit development designated for households earning up to 60% of AMI

Pinnacle scored a $47.8 million construction financing package for an affordable housing project in Hollywood, as developers continue to bet on below-market-rate apartments in South Florida. The Miami-Dade County-based firm will start building an eight-story, 100-unit multifamily building on 1.7 acres at 6028 Johnson Street this month, according to a Pinnacle news release. Pinnacle 441, as the project is called, will consist of one- to three-bedroom apartments, as well as a live-work space fronting Johnson Street. Households earning up to 60 percent of Broward County's area median income of $88,500 annually will qualify for a unit. This means a one-person household can't earn more than $40,320, a two-person household can't earn more than $46,080, and a three-person household can't earn over $51,840, according to the Florida Housing Finance Corporation. Completion is expected late next year or early 2025. The project marks the second phase of Pinnacle 441. The first phase, consisting of an eight-story, 113-unit affordable apartment building, is under construction immediately east of phase 1, on the southwest corner of Johnson Street and State Road 7. Pinnacle's financing package for the second phase includes Broward County Housing Finance Authority tax-exempt bonds, $10 million in gap loans from the county, $1 million from the city, $6.6 million in loans from the Florida Housing Finance Corporation, and tax-credit equity from Bank of America, the release says. Pinnacle also received $19 million in equity from the purchase of housing tax credits from Bank of America, which will retire some of the bond financing once the project is completed, Timothy Wheat, partner at Pinnacle, said in a statement. Records show that Pinnacle, through an affiliate, paid $3.5 million for the phase 2 development site last year.

Founded in 1997 by Louis Wolfson III, Michael Wohl and David Deutch, Pinnacle's portfolio consists of 71 residential developments spanning nearly 9,400 units across three states, according to the firm's website. The firm's partners now are Wolfson, Deutch, Coraly Rodriguez, Timothy

Wheat and Hugo Pacanins. Elsewhere in South Florida, Pinnacle and Ram Realty Advisors paid $15.4 million for a 2.2-acre development site at 19640 West Dixie Highway in the Ojus neighborhood near Aventura. At the time, the partners planned a 285-unit apartment building, including 36 workforce units, that will rise 15 stories, tapering down to eight and then four levels. South Florida's yearslong multifamily affordability crisis was exacerbated from an influx of out-of-state residents from late 2020 until early last year. Developers have seized on demand for below-market-rate units by filing project proposals. In Hollywood, Housing Trust Group scored $61 million in construction financing in May for the two-building, eight-story University Station with 216 affordable units planned along North 21st Avenue, between Fillmore Street and Polk Street. Last month, Jacksonville-based Vestcor proposed a 590-unit affordable apartment complex at the northwest corner of South Dixie Highway and Southwest 280th Street in south Miami-Dade County's Leisure City neighborhood.
https://therealdeal.com/miami/2023/09/01/pinnacle-nabs-financing-for-hollywood-affordable-rentals/



Pinnacle closed on $33.3 million in construction funding for an affordable senior housing development in Miramar, where it plans to break ground soon. Bank of America provided a $22 million leasehold mortgage to Pinnacle at La Cabana, an affiliate of the Miami-based developer. It also received $4.3 million from the Florida Housing Finance Corp. through the Live Local Act as part of a program to provide additional financing to previously approved affordable housing projects that were impacted by construction cost increases, said Timothy Wheat, a partner at Pinnacle. In addition, the developer secured $5.6 million from Neighborhood Lending Partners, $656,000 from the city of Miramar, and $750,000 from the United Way of Broward County. The latter award was made possible by a big donation from MacKenzie Scott, the former wife of Amazon founder Jeff Bezos, to the local United Way. Wheat said the total project cost for Pinnacle at La Cabana is $41.2 million. Bank of America also contributed $27.3 million in tax credit equity to partner with the developer in the project, he said. "Every development we have closed requires a lot more layers of financing to overcome rising insurance costs, rising interest cost and the rising cost of construction," Wheat said. "So we have to cobble together two or three more loans." Pinnacle has been working with the city to lease the 2.34-acre site at 8911 Miramar Parkway since 2018, Wheat said. It was approved for 110 units in five stories. The apartments will be for seniors, with 11 units for people making up to 28% of area median income and the other units for people making up to 60% of area median income. The median household income in Broward County is $82,100. Wheat said amenities will include a fitness center, a cyber lounge, a library, meeting rooms on multiple floors and a cornhole game lawn. Pinnacle should break ground on the project in January and complete it in 15 months, Wheat said. It was designed by Kaller Architecture.

Pinnacle scores $41M in construction financing for Miramar senior housing project

The proposed 110-unit apartment complex is scheduled to break ground next month Pinnacle landed $41 million in construction financing for a senior housing project in Miramar.

Bank of America provided a $27.3 million housing tax credit to build Pinnacle at La Cabaña, a proposed 110-unit apartment complex at 8911 Miramar Parkway, according to a press release. Pinnacle, a Miami-based affordable housing developer, also obtained a $5.6 million mortgage from Neighborhood Lending Partners; $4.3 million from Florida Housing Finance Corp.; $2.6 million in deferred fees; $656,000 from the city of Miramar; and $750,000 from United Way of Broward County. The groundbreaking is scheduled for next month, with a completion target date in 2025, the release states. Pinnacle entered into a public-private partnership with the city of Miramar to develop the project. Pinnacle at La Cabaña will offer one- and two-bedroom apartments for seniors earning up to 60 percent of the area median income, except for 11 units that will be set aside for seniors making up to 28 percent of the area median income, the release states. In 2018, Miramar's city commission selected Pinnacle to redevelop a former public safety facility, after receiving an unsolicited proposal for the 2.3-acre property. Pinnacle is led by partners Coraly Rodriguez, Timothy Wheat, Louis Wolfson III, Hugo Pacanins and David Deutch. In September, the firm snagged a $47.8 million construction financing package for Pinnacle 441, a planned eight-story affordable housing building with 113 apartments in Hollywood. The project will consist of one- to three-bedroom apartments that will only be made available to households earning up to 60 percent of Broward County's area median income of $88,500 annually. In April, the firm's Pinnacle at Tropical Pointe project received $88.6 million in construction financing. The proposed 215-unit garden-style affordable housing community in Princeton, an unincorporated Miami-Dade neighborhood. Last year, Pinnacle teamed up with Palm Beach Gardens-based Ram Realty Advisors to buy a 2.2-acre development site in Miami-Dade County's Ojus neighborhood. The joint venture paid $15.4 million, and is proposing a 285-unit apartment building with 36 workforce housing units.



https://therealdeal.com/miami/2023/12/19/pinnacle-gets-41m-in-loans-for-miramar-senior-housing-project/

Pinnacle, Birdsong Secure $33.9 Million to Build Affordable Housing Community in Kissimmee, Florida

January 3, 2024

KISSIMMEE, FLA. — Pinnacle and Birdsong Housing Partners have jointly secured $33.9 million in financing to begin constructing Pinnacle at the Wesleyan, a 96-unit affordable housing community in Kissimmee. Pinnacle at the Wesleyan will be available to households earning up to 60 percent of the area median income (AMI). Ten percent of units will be reserved for extremely low-income residents at 33 percent AMI. The complex will offer 12 one-bedroom units, 60 two-bedroom units

and 24 three-bedroom units. The developers broke ground on the project at the beginning of December. The project is slated to complete in early 2025.

Financing for Pinnacle at the Wesleyan includes $16.3 million in equity from the sale of Low Income Housing Tax Credits to Bank of America, along with a construction mortgage. Neighborhood Lending Partners will provide a permanent first mortgage along with a subordinate low-interest loan funded from the Community Development Financial Institutions fund. Osceola County provided $4.5 million in financing. The city of City of Kissimmee contributed a further $500,000. Florida Housing Corp. provided $4.3 million through the Live Local Act, which assists affordable housing development in the state of Florida.

Forum Architecture and Harris Civil Engineers led the design work on the project. Parramore Development & Construction will serve as general contractor.
https://multifamilyaffordablehousing.com/pinnacle-birdsong-secure-33-9-million-to-build-affordable-housing-community-in-kissimmee-florida/

Signature Project Alignment with CRA and City Plans

Pinnacle and Wendover (Developer) have reviewed the City of Riviera Beach Community Redevelopment Plan, as adopted on December 6, 2023. Also, the Citizen's Master Plan and the City Comprehensive Plan.

Developer has incorporated the CRA and City goals and vision into the Signature Project. We believe the proposed development aligns with the community's aspirations. Appendix F of the CRA Plan highlights the importance of the Citizen's Master Plan, which recognizes the significance of Blue Heron Boulevard. Pinnacle and Wendover are committed to a transformative development that meets the Citizens' Request to redesign Broadway Boulevard and Blue Heron Boulevard as beautified mixed-use gateways.

The development at the intersection of Blue Heron Boulevard and Broadway, referred to as the "main and main" intersection in the Citizen Master Plan, will serve as a catalyst for future infill development aligned with the CRA plan. Currently, the proposed development site is open space owned by the CRA. The Signature Project represents a major investment in capital, business development, short-term and permanent job creation, and ultimately, housing for Riviera Beach residents.

Moreover, Chapter 9 of the CRA Plan, the Affordable Housing Policy Statement, has been considered for the proposed Signature Project. Pinnacle and Wendover are fulfilling the CRA definition of affordable housing by providing ample units at or below 60% of the Area Median Income (AMI). The Signature Project also employs an income average methodology, which includes units at 80% AMI, meeting the City's Comprehensive Plan definition of "workforce housing." Pinnacle and Wendover are fully aware that essential workers and families face challenges in securing housing due to the current housing crisis and rising land costs. The Signature Project

exemplifies the City of Riviera Beach's adopted programs, such as the "In-Fill and New Housing Program," which supports residential reinvestments.

We understand that the City of Riviera Beach is undergoing a comprehensive plan update. However, we are committed to maintaining consistency with the city's ongoing goals and objectives. The development complies with the comprehensive plan goal to "assure the availability of safe, sanitary, decent, and affordable housing for all residents of Riviera Beach, with special attention to diversifying the housing stock through increasing the supply of workforce housing, single-family homes, and homeownership opportunities, while continuing to address the needs of the City's existing very low-, low-, and moderate-income households." It also aligns with objectives 1.1.3, 1.1.7, and 1.5.1.

Pinnacle and Wendover recognize the CRA's plan to develop Avenue E. The proposed development on the 2600 block takes into account its proximity to Broadway and Avenue E, which is only 0.09 miles away. Therefore, the civic space is ideally located to promote pedestrian safety, improve access for patrons, and serve as a welcoming area for visitors. Consideration is given to requests for a plaza or green space as an important gathering place. Many have suggested an interactive fountain and seating areas.

END OF DOCUMENT



ORGANIZATION COVER SHEET

PART VI: FORMS & ATTACHMENTS

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

PROPOSAL COVER PAGE
SUBMIT ONE (1) UNBOUND HARD-COPY ORIGINAL DOCUMENT, AND FIVE (5) BOUND HARD COPIES, IN A SEALED PACKAGE TO:

PURCHASING DIVISION
ST. LUCIE COUNTY, FL
2300 Virginia Ave., Room 228
FORT PIERCE, FLORIDA 34982

DATE: August 13,2024

FULL LEGAL COMPANY NAME: HORUS ACADEMY

CONTACT NAME & TITLE: DR.LENA GRAHAM-MORRIS

CONTACT PHONE NUMBER: 407-335-9248

CONTACT EMAIL ADDRESS: LGRAHAM-MORRIS@HORUSACADEMY.COM

A PROPOSAL BY
HORUS ACADEMY

8/21/2024

PROJECT FOR
ST. LUCIE BOARD OF
COUNTY COMMISSONERS

RFP No: 24-044;

MOORE'S CREEK REDEVELOPMENT PROJECT

(a.k.a) Avenue D Model Block Project

Contact Information:

Dr. Lena Graham- Morris
(407) 335-9248
LGraham-Morris@Horusacademy.org

Regional Offices:
532 N 13th St, Fort Pierce, Fl 34950
1641 Worthington Suite 504, West Plam Beach, Fl 33409

Mailing Address:
3840 N 50th St, Suite 150, Tampa, FL 33619

HORUS Academy is based on the premise of humble beginnings and built on a dream of stucco and plaster. The primary founder of **HORUS Construction** began its journey over 50 years ago. James Graham Sr. founded it to build an opportunity for his family with the foundation of hard work and integrity.

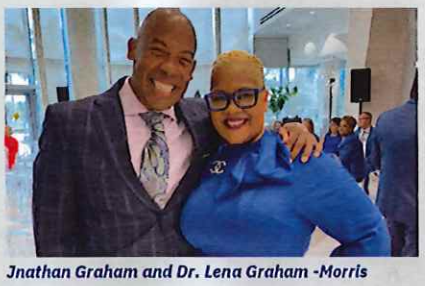
This opportunity gave him the prospect of a foundation of freedom and a growth mindset for his family. In 2001, **HORUS Construction** was co-founded by second-generation sons. James Jr. and Jonathan Graham begin to establish a presence in the southeastern region of Florida as construction managers. The youngest son, Jonathan Graham, took the opportunity to flourish and grow great strategic partnerships, and earn a seat at the table with his peers. During this time, he realized that there were minimal individuals who looked like him getting the same opportunities, and he began to make it his mission to create opportunities for other up-and-coming Black and BIPOC business and community leaders. He continued this path for many years and built a flourishing and successful construction management business while bringing others along to "have a seat" at the table.



George Graham and James Graham Jr.



Jonathan and James Graham



Jnathan Graham and Dr. Lena Graham -Morris



In 2016, Jonathan Graham, in collaboration with his niece, Dr. Lena Graham Morris, created the **HORUS Academy**. ***"This was something that Jonathon was already doing. I used my 15+ years of not-for-profit experience to give the program legs."*** – Dr. Lena Graham-Morris. Henceforth, HORUS Academy was born and Co-founded by Jonathan Graham and Dr. Lena Graham Morris.

A signature program of HORUS Academy was born – "HORUS" Scholars. Due to this signature program, over 6,000 students have been served, and over $200 million in scholarships have been facilitated.

In 2021, the journey brought them to the St. Lucie School District as a partner with local businesses **Remnant Construction** and the number one school builder in the nation, **CORE Construction** to execute the building of DDD and Westwood. Through this expansion, **HORUS Academy** was provided an opportunity with Caneria Gardener, Executive Director of Inc. Biz. **HORUS Academy** forged forward with a collaboration to help revitalize Means Court and have a 2,000 square-foot incubator. This initiative paired with the Redevelopment of Avenue D will allow us to continue to service small businesses and the area. This will further our efforts to support small businesses, start-up businesses and support entrepreneurial activities in the Redevelopment Area. Being embraced and becoming a part of the community, **HORUS Academy** realizes that the next phase of creating sustainable change is revitalizing the community, which brings us to the current opportunity.



HORUS Scholars Scholarship Fair

We are humble and excited to be able to respond to the call to the Redevelopment of Avenue D. Through grassroots initiatives, we have become a part of the community. We have facilitated opportunities to talk to them about their needs and wants, including a partnership with Mount Olive Baptist Church to develop up to 24 townhomes for affordable housing, a proposed expansion to Fire Station 15 along with a monument for fallen heroes, African American cultural art exhibit and a restaurant. The cornerstone of the project will be a 120-unit 5-story mixed used state-of-the-art sustainable housing facility with a concentration on seniors and veterans with 6,000 SF + of commercial retail space. We are enhancing the current community space by adding an amphitheater mobile stage, restroom facilities, pickle ball court, and 15 seating areas to allow the local community an opportunity to enjoy the local resources of Avenue D. In addition, collaboration with the School District of St. Lucie County in an effort to provide workforce housing for available to all employees. We have sat with community leaders to understand long-term objectives and brought a team of industry leaders with us; especially employees based out of the Lincoln Park neighborhood.

Thank you for allowing us the time to present our qualifications for **Moore's Creek Redevelopment Project.** We are eager to work with you and other stakeholders to make this project a success.

Respectfully,
HORUS Academy Board of Directors

Incubate Neighborhood Center
532 N 13th Street,
Fort Pierce, FL 34950

August 20, 2024

St. Lucie County Board of County Commissioners
St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

Dear St. Lucie County Commissioners,

It is with enthusiasm that I, Canieria Gardner, Chief Executive Officer of Incubate Neighborhood Center, am writing to express our unequivocal support for the proposed mixed-use affordable housing transformational project in the Lincoln Park neighborhood. This initiative represents a significant opportunity to improve the quality of life for our community members and address longstanding issues related to housing affordability, economic opportunity, and community development.

As a leader in our community, I have witnessed residents face numerous challenges over the years, including a lack of affordable housing, limited access to essential services, and insufficient economic opportunities. It has been my professional experience along with statistical data that would suggest the Lincoln Park community residents are the most economically deprived group of people in the County. That are plagued with the social economic barriers that come with living in generational poverty. COVID compounded the effects, leaving multiple families living in one household, because they cannot afford the surging housing cost. These crippling conditions have had lasting adverse effects on residents mental and physical well-being.

I believe the proposed project promises to bring about positive changes in several key areas:

1. **Affordable Housing:** The addition of affordable housing units will provide much-needed relief to families who are struggling with high rent costs and housing instability. This development will offer safe and secure homes for individuals and families, reducing the financial burden on our community members.

2. **Economic Revitalization:** The mixed-use aspect of the project, which includes commercial spaces, will stimulate local economic growth. New businesses and services will create job opportunities, support local entrepreneurs, and contribute to the overall economic health of our neighborhood.

3. **Enhanced Community Services:** The project is expected to include amenities and services that are currently lacking in our area, such as healthcare facilities, educational programs, and recreational spaces. These enhancements will improve the overall well-being of our residents and foster a stronger, more connected community.

4. **Social Cohesion and Inclusion:** By providing housing options for a diverse range of residents, the project will promote social cohesion and inclusion. It will create a vibrant and

inclusive community where people from different backgrounds can live, work, and thrive together.

5. **Safety and Security:** The development's design and infrastructure improvements will enhance the safety and security of our neighborhood. Well-lit streets improved public spaces, and community policing initiatives will contribute to a safer living environment for all residents.

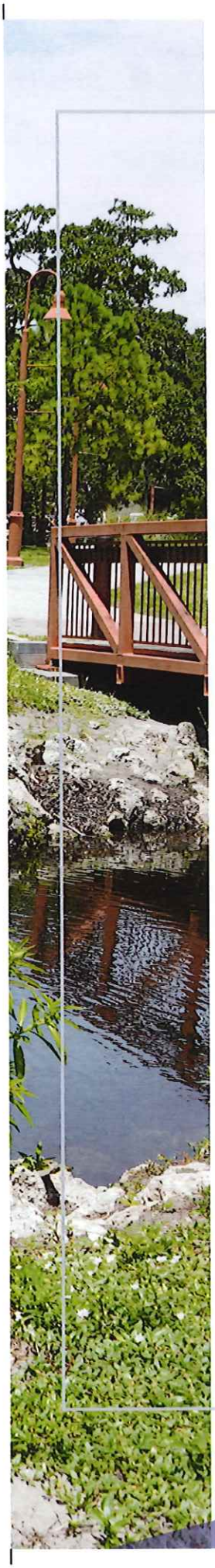
6. **Environmental Sustainability:** We are pleased to learn that the project incorporates environmentally sustainable practices, such as green building materials and energy-efficient designs. These measures will help reduce high utility bills and promote a healthier, more affordable living environment.

I firmly believe that this mixed-use affordable housing project will serve as a catalyst for positive change in this community. It aligns with the vision for a more equitable, vibrant, and sustainable neighborhood.

In conclusion, I wholeheartedly support this transformational project and urge all stakeholders to proceed with its implementation. We are committed to working collaboratively with developers, local authorities, and other partners to ensure the success of this initiative. Thank you for your consideration of our support. Please feel free to contact me at [Phone Number] or [Email Address] if you require any further information or assistance.

Sincerely,

Canieria Gardner
Chief Executive Officer
Incubate Neighborhood Center
Fort Pierce, FL



HORUS ACADEMY

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August 20, 2024

St. Lucie County Board of County Commissioners
St. Lucie County Purchasing Division
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

Dear St. Lucie County Commissioners,

We, the undersigned residents of Lincoln Park Neighborhood, are writing to express our unequivocal support for the proposed mixed-use affordable housing transformational project in our neighborhood. This initiative represents a significant opportunity to improve the quality of life for our community members and address longstanding issues related to housing affordability, economic opportunity, and community development.

Our community has faced numerous challenges over the years, including a lack of affordable housing, limited access to essential services, and insufficient economic opportunities. The proposed project promises to bring about positive changes in several key areas:

1. **Affordable Housing:** The addition of affordable housing units will provide much-needed relief to families who are struggling with high rent costs and housing instability. This development will offer safe and secure homes for individuals and families, reducing the financial burden on our community members.

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In conclusion, we wholeheartedly support this transformational project and urge all stakeholders to proceed with its implementation. We are committed to working collaboratively with developers, local authorities, and other partners to ensure the success of this initiative. Thank you for your consideration of our support.

Sincerely,

Community Residents

Petra Hylton

Lisa Cobb

Latarsha Carson

Charisa Mackey

Robert Adams

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Sincerely,

Community Residents

Petra Hylton

Lisa Cobb

Lisa Cobb

alicada alice

Latarsha Carson

Charisa Mackey

Robert Adams

Jamie Pong Kearney



TAB 1

EXECUTIVE SUMMARY AND PROJECT DESCRIPTION

Applicants should provide a written narrative of the proposed development project with a succinct summary of the project's key components, indicating how the project meets the goals, requirements, and preferences outlined in this RFP

Moore's Creek Redevelopment Project (a.k.a) Avenue D Model Block Project

Lincoln Park is one of the oldest communities in Fort Pierce, and its story unfolds like a well-worn novel with pages filled by generations of residents. Picture this: as Fort Pierce expanded beyond its original 1800s fort, a settlement called Edgartown emerged. Over time, this community blossomed into a bustling commercial district, and at its heart was Avenue D—the main corridor in the Village of Lincoln Park.

In the 1950s and 1960s, Avenue D was St. Lucie County's vibrant hub for African-American-owned shops, restaurants, businesses, and even a theater. It was like the heartbeat of the neighborhood, pulsing with life and culture.

Zora Neale Hurston, the brilliant author of "Their Eyes Were Watching God," once called Lincoln Park home. And if that weren't enough, the neighborhood also nurtured the talents of the Florida Highwaymen—a group of self-taught, self-mentoring African American landscape artists. These visionaries painted vivid Florida scenes and sold their art from the trunks of their cars during the 1960s and '80s. They even earned a spot in the Florida Artists Hall of Fame!

But like any tale, there were twists. Integration in the '70s brought both progress and challenges. While equal rights and opportunities expanded, Black businesses faced a different reality. Black Wall Street—as some affectionately called Lincoln Park—transformed. Avenue D, once bustling, became nearly deserted. The exodus left its mark, and the neighborhood grappled with crime, poverty, and other social issues.

Yet, hope flickered. Partnerships formed, fueled by a desire to restore and revitalize. Historic buildings are being lovingly preserved, businesses are returning, and infrastructure is getting a makeover. It is the goal of the HORUS Academy development Team to honor the past while creating a brighter future.

Key Components of our "Model Block" Project:

Affordable Housing

The development will include residential units designed to meet the needs of low to moderate-income families, ensuring that the Lincoln Park neighborhood remains accessible and affordable to its current residents while attracting new ones.

Retail and Commeercial Opportunities

The project will feature retail spaces that offer local businesses the chance to thrive, alongside commercial and office spaces that support economic development and job creation in the community.

Community Resource/ Family Success Center

At the heart of the "Model Block" will be a comprehensive proposal for a reimagined community resource and family success center

Onsite Parking

Adequate onsite parking will support residents, visitors, and those utilizing the community and commercial services, ensuring convenience and accessibility.

Fire Station 15

Our team is working closely with Fire Station 15 on specific expansion goals of the station and to incorporate fire safety measures into the design and construction of the development.



TAB 2

ORGANIZATION OF TEAM & CAPACITY

An organizational overview showing all team members, roles, and responsibilities, as well as the individual staff member(s) identified to work on the proposed project. Resumes for each team member must be provided.

Provide a brief narrative that demonstrates the applicant's experience with applying for and using tax increment financing and other government funding mechanisms such as bonds, tax credits, and grants.



Team Capacity

The Moore's Creek Project Team assembles the best-in-class professionals in the Southeastern United States. From engineering to architecture, construction to community engagement, and development to property management, HORUS Academy has sought to partner with the most diverse, qualified, and expert set of development professionals that Ft. Pierce has ever seen.

From HORUS's initial entire into St. Lucie County, we have sought to leverage the best in culture and talent to assist in revitalizing the historic nature of Lincoln Park back to its original splendor with a nod to the rich history of the past, while embracing the latest in modern features to meet the needs of the community in the community.

Our development team marshals over 300 years of experience with the leadership of a 3rd generation construction firm with a unique community-focused philosophy to assist in Lincoln Park's transformation.

We believe that this effort will be used as a cornerstone for all future projects as a testament to the manifestation of the dreams of our ancestors to sustain and support themselves with the help of the Almighty, as was his intention for all of his children.



Projects that have been worked on by HORUS Academy and the experts/professionals we have partnered with.



"Community outreaches are vital as they foster strong connections between our organization and the people we serve. By engaging directly with the community, we gain valuable insights, build trust, and ensure that our projects align with the needs and aspirations of those who matter most. "

Dr. Lena Graham-Morris- HORUS Academy

Community Outreach in Ft. Pierce

Organizational Chart

Project Owner | Developer

HORUS ACADEMY

Board of Directors



Jonathan Graham
President of HORUS Construction| Vice- Chair of HORUS Academy



Dr. Lena Graham-Morris
Board Chair | Interim CEO

Development Team



Ed Jennings
Development Manager



Quintin Smith
Financial Analyst



Donald Odom, Jr.
Project Director

IceMiller
Ice Miller
Legal Counsel

Design & Construction



Zamarr T. Brown
Architect



Joelle Flowers,RA, LEED AP
Architectural Project Manager



Tod Mowry
Engineer \MEP



Stephen S. Cooper, P.E.
Project Engineer

Construction Team



Donald Odom Jr.
Project Director



Grant Curtan
Pre-Construction



Jason Wilson
Senior Project Manager



Jeremy Schulz
Superintedent

Finance Compliance



Ed Jennings
Finance Analyst



Tanya Lukowiak
Grant Writer

KRUSOE REYNOLDS, PA
A CERTIFIED PUBLIC ACCOUNTING FIRM

Robert Krusoe
Accountant

Community & Resident



Chamell Stanley
Property & Facilities Manager



Tina Sibley
Property & Facilities Manager



Luke Lewis
Local Realtor

HORUS ACADEMY

HORUS Academy
Community Outreach | Partnership Liaison



Dr. Lena Graham-Morris
HORUS Academy



Allison Hewitt
HORUS Academy



Sharon Honoret
HORUS Academy

Staffing Matrix

AN ORGANIZATIONAL OVERVIEW SHOWING ALL TEAM MEMBERS, ROLES, AND RESPONSIBILITIES, AS WELL AS THE INDIVIDUAL STAFF MEMBER(S) IDENTIFIED TO WORK ON THE PROPOSED PROJECT. RESUMES FOR EACH TEAM MEMBER MUST BE PROVIDED.

Team Member		Role	Experience	Commitment %	Duties & Responsibilities
	**Dr. Lena Graham-Morris**	Board Chair | Interim CEO -HORUS Academy	3 years	35%	Strategic planning, community engagement, & partnership building to ensure the development meets the needs of the community. Oversees the CDC's involvement in the project and ensures that the project adheres to the principles of equitable development, sustainability, an community empowerment while delivering high-quality housing & public spaces.
	**Ed Jennings**	Development Manager	25 years	50%	Guides the overall development process from concept to completion. This professional provides expert advice on project feasibility, financial structuring, market analysis, and regulatory compliance. Collaborates with the entire development team to ensure that the development aligns with market demands, budget constraints, and community needs.
	**Quintin Smith**	Financial Analyst	20 years	50%	The Financial Analyst manages the financial aspects of the development, including budgeting, securing funding, and financial reporting. They ensure that the project remains financially viable and that all expenditures align with the overall financial plan.
	**Donald Odom Jr.**	Project Director	20 years	100%	The Project Director oversees the entire development process, from conception to completion. This includes coordinating with all stakeholders, managing the project timeline, and ensuring that all aspects of the project align with the strategic vision.
	**Zamarr T. Brown**	Lead Architect	22 years	50%	The Lead Architect is tasked with designing the physical layout and structures within the Model Block. They ensure that the design is both aesthetically pleasing and functional, meeting the needs of residents, businesses, and community services.
	**Tod Mowry**	Engineer | MEP	20 years	70%	Responsible for the planning, design, and oversight of all civil engineering aspects of the mixed-use development project. Ensures that all infrastructure is designed in compliance with local, state, and federal regulations.
	**Joelle Flowers**	LEED | Architectural Project Manager	12 years	70%	Manages architectural projects from the conception stage through construction and completion, ensuring that teams meet quality, schedule, contractual, and budget goals. Takes the lead in Sustainable Design and has experience with LEED Certifications.
	**Tanya Lukowiak**	Grant Writer	25 years	60%	Responsible for researching and writing grant proposals to secure funding for the project. The Grant Writer will identify funding opportunities, prepare applications, and ensure compliance with grant requirements.
	Krusoe & Associates. PA	Accountant	20 years	60%	Manages the financial aspects of the project, including budgeting, bookkeeping, financial reporting, and ensuring that all financial transactions are accurate and comply with regulations.
	**Charnell Stanley**	Property & Facilities Manager	20 years	100%	Oversees the day-to-day operations of the property, including maintenance, tenant relations, and ensuring the facilities are safe and functional. They also handle leasing and enforce lease terms.
	**Tina Sibley**	Property & Facilities Manager	20 years	100%	Oversees the day-to-day operations of the property, including maintenance, tenant relations, and ensuring the facilities are safe and functional. They also handle leasing and enforce lease terms.

Staffing Matrix

AN ORGANIZATIONAL OVERVIEW SHOWING ALL TEAM MEMBERS, ROLES, AND RESPONSIBILITIES, AS WELL AS THE INDIVIDUAL STAFF MEMBER(S) IDENTIFIED TO WORK ON THE PROPOSED PROJECT. RESUMES FOR EACH TEAM MEMBER MUST BE PROVIDED.

Team Member	Role	Experience	Commitment %	Duties & Responsibilities
 **Luke Lewis**	Local Realtor	17 years	100%	Assists in promoting and leasing properties. They provide market analysis, help negotiate deals, and ensure that transactions align with the project's goals
 **Dr. Lena Graham-Morris**	Community Outreach | Partnership Liaison	17 years	75%	Ensures that the voices of local residents and stakeholders are heard throughout the development process. This role involves organizing community meetings, gathering feedback, and maintaining transparent communication between the development team and the community.
 **Alison Hewitt**	Community Outreach | Partnership Liaison	22 years	75%	Responsible for managing relationships with key partners, including Fire Station 15, Mt. Olive Missionary Baptist Church, Inc BIZ, Lincoln Park, local businesses, and governmental agencies. This role involves coordinating joint initiatives & ensuring that the development aligns with broader community goals.
 **Sharon Honoret**	Community Outreach | Partnership Liaison	4 years	75%	The Partnership Liaison is responsible for managing relationships with key partners, including Fire Station 15, Mt. Olive Missionary Baptist Church, Inc BIZ, Lincoln Park, local businesses, and governmental agencies. This role involves coordinating joint initiatives and ensuring that the development aligns with broader community goals.
 **Stephen S. Cooper, P.E.**	Project Engineer	30 years	100%	Responsible for the planning, design, and oversight of all civil engineering aspects of the mixed-use development project. Ensures that all infrastructure is designed in compliance with local, state, and federal regulations.
 **John O' Grady**	Public Safety Project Coordinator	33 years	50%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.
 **Grant Curtan**	Director of PreConstruction	33 years	60%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.
 **Jason Wilson**	Senior Project Manager	22 years	100%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.
 **Jeremy Schulz**	Superintendent	30 years	100%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.
IceMiller **Ice Miller**	Legal Counsel	30 years	100%	The Legal Advisor provides legal counsel throughout development, ensuring compliance with local, state, and federal regulations. They also manage contracts, agreements, and any legal issues that arise during the project.
 **Jonathan Graham**	Project Executive	35 years	30%	The Construction Manager is responsible for the day-to-day management of the construction process. This includes coordinating with contractors, ensuring that construction meets safety standards, and keeping the project on schedule and within budget.

DEVELOPMENT MANAGER

Jonathan Graham

Jonathan Graham has over forty (40) years of experience in the construction industry. As a hands-on entrepreneur and President of HORUS Construction Services, he is uniquely qualified to serve his clients and stakeholders. Jonathan can provide services on a variety of projects. His inclusive approach to identifying and maintaining relationships with subcontractors and vendors adds cohesion to all jobs. His experience includes 150+ educational projects from K-12, higher education, and universities.

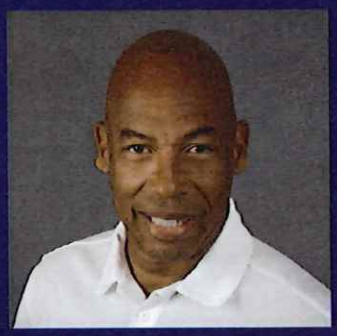
Jonathan's project portfolio exceeds 1 billion dollars. As Project Executive, Jonathan will have the ultimate responsibility to oversee the progress and teams' performance throughout the project's life, and will lead the entire work acquisition process, including management, coordination, and delivery of the preconstruction phases of the project and extensive client contracts



UF SHANDS HOSPITAL
University of Florida Health Network
Type: CMAR | New Build
Value: $160M | Size: 600,000 SF



MOFFITT CANCER CENTER MCKINLEY EAST
Moffitt Cancer Center Board of Trustees
Type: CMAR | New Build
Value: $536M | Size: 535,000 SF



33
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
Bachelor of Construction Management
Pinellas Technical College

LICENSES & REGISTRATION

Construction Financial Officer
CFO-FRO3099

OSHA 30-Hours OTP Certification

FL Gen. Contractor
CGC061213 ICRA Certified

DEVELOPMENT MANAGER

Edward L. "Ed" Jennings

Edward L. "Ed" Jennings, is a business owner and developer from Gainesville Florida. He also served as a member of the Florida House of Representatives from 2000 to 2006, representing the 23rd District. After serving, Jennings was appointed as the Regional Director for the United States Department of Housing and Urban Development. In 2010, Jennings was appointed to serve as the Regional Director of Region IV at the Department of Housing and Urban Development, overseeing Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, Puerto Rico, and the U.S. Virgin Islands. Then-HUD Secretary Shaun Donovan said, "Today, we need to have people on our senior management team who have the experience to get the job done and I have no doubt, Ed Jennings is just such a person. The eight states that make up our Southeast Region will benefit enormously from his experience and I'm proud he's answered the call to serve."

Mr. Jennings has also served as Developer/Owner of multi-family, commercial and mixed-use projects. The following are brief descriptions of the projects:



PROJECT NAME: Lewis Place
Location: Gainesville Florida
Size: 10 acres, 2 Story Development with 112 units
Unique feature: All Units Built to Energy Star Standard-1st of its kind in Florida and received Florida Homebuilder Association Aurora Award.
Project Costs/Budget: $8.0 million
Role: Owner/Co-Developer



PROJECT NAME: Tiger Bay Court
Location: Gainesville Florida
Size: 10 acres, 3 Story Development with 96 units
Project Costs/Budget: $12.5 million (Financed with IRS Section 42 9% LI- HTC in a Qualified Census Tract (QCT)
Role: Owner/Co-Developer



25
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
Bachelor of Arts, University of Florida, College of Liberal Arts and Sciences, Major in Political Science with emphasis in Business Administration and Spanish-1993

LICENSES/ CERTIFICATIONS
Real Estate Salesperson License, State of Florida-1999-present

HORUS ACADEMY

PROJECT DIRECTOR

Donald Odom, Jr

An accomplished Construction Manager with over 20 years of experience in residential and commercial construction, with a particular focus on preconstruction planning and budgeting. Donald has a deep understanding of developing accurate project estimates, setting realistic budgets, and maintaining financial efficiency throughout the entire construction process. His expertise extends across a diverse range of affordable housing projects, from small-scale developments to complex, large-scale initiatives.

He is recognized for his ability to create and implement strategies that empower local subcontractors by providing them with the skills, resources, and opportunities needed to participate in significant development projects. His approach ensures that local businesses and workers are not only included but thrive, fostering a sense of ownership and pride within the community.

Committed to community involvement, he actively engages with local stakeholders and prioritizes workforce participation from the areas where projects are located. By integrating local subcontractors and labor into the construction process, he not only delivers high-quality results but also contributes to the economic growth and sustainability of the communities he serves. His work is driven by a passion for building strong, resilient communities that benefit from the developments in which they are involved.



SARASOTA HOUSING AUTHORITY

PROJECT NAME: Lofts on Lemon

Location: Sarasota Florida
Size: 128-unit five story multifamily
Value: $42,257,213
Role: Director of PreConstruction



TAMPA HOUSING AUTHORITY

PROJECT NAME: The Boulevard at West River

Location: Tampa Florida
Size: 623-unit eight-story multifamily
Value: $42,257,213
Role: Director of PreConstruction



20
YEARS OF INDUSTRY EXPERIENCE

EDUCATION

BB.S. Building Construction
University of Florida, 2003

LICENSES/ CERTIFICATIONS

FL Licensed General Contractor
No. CBC1254888
LEED GA

HORUS ACADEMY

FINANCIAL ANALYST

Quintin Smith

PRESIDENT & CO-FOUNDER

For over 20 years Quintin Smith brings efficiency and economy of scale to clients nation-wide. His significant experience with investors and development agencies offers clients the expertise they need to bring their projects to fruition. Additionally, his P3 experience with municipalities around the country has led to the successful delivery of several projects that have enhanced the community.



20
YEARS OF INDUSTRY EXPERIENCE

JEFFERSON COUNTY VA OFFICE
Pine Bluff, AR

A P3 agreement offered Jefferson County the ability to construction a new Veterans Service Office. The 5,000 SF building offers 3 offices for counseling, a museum space for visitors, and recreation room for veterans.



HINDS COMMUNITY COLLEGE STUDENT HOUSING, Utica, MS

This new 70,000 square foot student housing facility will offer 308 new beds to Hinds Community College. The four story building will offer 2-bedroom apartments that share a bathroom. Each floor is equipped with its own laundry room.



JEFFERSON COUNTY CORONER'S OFFICE
Pine Bluff, AR

The building is a 9,060 SF steel framed structure with a sloping standing seam metal roof that includes a cantilevered covered walkway at the north for pedestrian access. The building program includes separate pods for visitors, administration, and a morgue.



SEARK STUDENT UNION
Pine Bluff, AR

This project would create an intentional space on campus for students to gather for collaborative projects, times of student, and general classroom learning. The school is anticipating the project being financed via a PPP developer agreement.



HORUS ACADEMY

PROPERTY AND FACILITIES MANAGEMENT

Tina Sibley

As Vice President of Operations for Dorchester Management, Tina Sibley is responsible for management and oversight of the operations of the portfolio of communities managed by Dorchester. Specifically, Sibley and her staff are responsible for developing, meeting, and exceeding all budgeted financial goals, while adhering to the regulations of multiple mixed-finance affordable housing programs, including tax credits, HOME funds, government tax-exempt bonds, and project based rental contracts, section8 vouchers and maintaining the physical integrity of the properties by executing sound maintenance programs, proper planning, and completion of annual capital projects. Sibley has 29 years of experience in the multifamily property management industry. She has 22 years of experience working with affordable mixed-income housing programs. Prior to joining Dorchester Management, Sibley served as Vice President of Operations for an Atlanta-based property management company, where she oversaw a portfolio generating $15.3 million in annual revenue.

Her roles have included supervision of all property management employees, coordination with the President and CFO for financial planning, development of company-wide policies and procedures and implementation of marketing and training programs. Sibley has also worked with several large national property management companies as a Regional Manager, managing portfolios of up to 12 properties. She has experience with new construction, lease-ups, rehabilitation and resident relocations, property programs, take overs, refinances, loan conversions and properties ranging in class from A to D.



29

YEARS OF INDUSTRY EXPERIENCE

EDUCATION

Bachelor of Science
Resource and
Environmental Economics
University of Florida

CERTIFICATIONS/
REGISTRATIONS

Certified Apartment Manager

DORCHESTER II
MANAGEMENT

PUBLIC SAFETY PROJECT COORDINATOR

John O'Grady



33
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
B.S. Criminology
Florida State University

LICENSES/ CERTIFICATIONS

CPTED

Public Safety (Fire and Law Enforcement) Accreditation

BIOAGRAPHY

John O'Grady is a 33 year Servant Leader in the Public Safety Arena. As a Chief and a Public Safety Director (Fire/EMS/Police) he emphasized the need for Crime Prevention Through Environmental Design (CPTED), and Accreditation Standards to always be met when designing and building new Public Safety Facilities. "There is no room to go backwards when you can capture all of these requirements on the front end."

John has been on both sides of the table during the design and construction of new government facilities. He brings the unique perspective of a facility user and advises the Design Team and Contractor as to what is necessary, functional and practical. He will remain a member of the team through the entire process to help bridge the communication gap between fill in here City/County, and Architect/Builder.

PROJECT EXPERIENCE:

CITY OF ORLANDO
ORLANDO POLICE DEPARTMENT FIREARM TRAINING FACILITY
ROLE: PUBLIC SAFETY ADVISOR
COST: $11M

CITY OF MOUNT DORA
MOUNT DORA FIRE STATIONS (3)
ROLE: PUBLIC SAFETY ADVISOR
COST: $30M

ORANGE CITY
ORANGE CITY POLICE HEADQUARTERS
ROLE: PUBLIC SAFETY ADVISOR
COST: $18M

CLAY COUNTY
CLAY COUNTY FIRE STATIONS #1 AND #22
ROLE: PUBLIC SAFETY ADVISOR
COST: $23M

CLAY COUNTY
CLAY COUNTY PUBLIC SAFETY COMPLEX ROLE: PUBLIC SAFETY ADVISOR
COST: $300M

CORE HORUS

LEAD ARCHITECT ON FIRE STATION

Johnnie D. Lohrum Jr., RA LEED®



20
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
Bachelor of Design, 2001 University of Florida
Master of Architecture, 2003, University of Florida

CREDENTIALS
FL, Registered Architect #AR96099
LEED® Accredited Professional

Johnnie has 22 years of experience and has managed more than 3 million square feet of public safety projects. He is a licensed architect and LEED accredited professional with a diverse portfolio of project types, including public safety, educational, community, commercial and aviation design. He has spent the last 15 years focusing on growing a public safety, correctional and judicial market the improves the community environment. He also brings a significant amount of experience designing & detailing hardened, survivable and essential facilities. Johnnie remains focused on providing personally dedicated and focused attention at every level to all of his clients.

RELEVANT EXPERIENCE:

*Fire Station#9 & 23, Sarasota County Government
Principal In Charge-10,000 SF / $4.3 million / experience working with fire station staff / includes 3 apparatus bays, EMS, fitness area, kitchen and dining, dayroom, dorms and a county wide fueling station / safety measures have been built into the design to protect crew from carcinogens / essential facility

*Fire Station #81, City of DeLand
Project Manager-16,500 SF / $5 million / experience working with fire station staff / includes 4 apparatus bays, gear storage, decontamination room, EMS and first-aid, workshop, storage, crew quarters, fitness room, media and dayroom, kitchen, administration spaces, and a community/ training room / 4 bay fire logistics building

*Golden Gate EMS Station # 74 – Naples, FL
Public Safety Architect-14,082 SF / $6.3 million / prototype fire station / training rooms / administration offices / decontamination areas / fitness room / 5 drive-thru apparatus bays / fire training tower / commercial kitchen

*Fire Station #17 (DAB ARFF)– Volusia County
Project Manager-14,440 SF / $6.1 million / prototype fire station / 4 apparatus bays / physical training room / living and dining areas for crew / decontamination room / EOC

*Fire Station#47 & 23 – Volusia County
Principal In Charge-12,000 SF / $7.1 million / prototype fire station / 3 drive-through apparatus bays / physical training room, EMS storage, living and dining areas for crew, decontamination room

CORE HORUS

LEAD ARCHITECT

Zamarr T. Brown, RA, LEED AP



22
YEARS OF INDUSTRY EXPERIENCE

EDUCATION

Tuskegee University | Tuskegee, AL | 1998 | Bachelor of Architecture

Miami Dade College | Miami, FL | 1995 | Associates of Arts in Interior Design

BIOAGRAPHY

A Mr. Brown is the Founder, Owner and Principal Architect of Design2Form (D2F) an Architectural, Interior Design, Planning, and Project Management Firm located in Miami, FL. Mr. Brown has over 22 years of experience with several facets of project types such as commercial, institutional, municipal, hospitality, inspirational, industrial, recreational, single-family residential and multi- family residential facilities. Professional awards include the Greater Miami Chamber of Commerce 2013 Top Minority Business Award and the Legacy Magazine 2013 40 Under 40 Black Leaders of Today and Tomorrow Award. Mr. Brown recognizes the importance of building communities by revitalizing the fabric of neighborhoods and commercial corridors through responsible, environmentally conscious and contextual embraced design. This has been achieved by Mr. Brown and his Firm proudly taking the initiative to engage community leaders, agencies, business owners, residents, and youth while working on projects. His goal on any project is to stand as a common thread uniting ideas, concepts, budgets and contexts.

NOTABLE PROJECTS

January 2002 - Present

- Lincoln Gardens Senior Building (Miami, FL)
- Opa-Locka CDC Magnolia North Master Plan and Revitalization Project (Opa-Locka, FL)
- Superior Manor Phase II Apartments (Miami, FL)
- Southeast Overtown Park West CRA Quadplex (Miami, FL)
- Southeast Overtown Park West CRA Duplex (Miami, FL)
- ULBC Urban Village (Oakland Park, FL)
- North Miami Police Athletic League Training Facility (North Miami, FL)
- M&M Maison II Apartment LLC (Miami, FL) Magnolia North 15050 Duval Street Apartments (Opa-Locka, FL)
- Magnolia North 2070 Lincoln Avenue Apartments (Opa-Locka, FL)
- Magnolia North 2060 Lincoln Avenue Apartments (Miami, FL)
- North Park Club House & Management Office at Scott Park (Miami, FL)

Design2Form
Architecture • Interiors • Project Management

LEAD CIVIL ENGINEER

Tod Mowery

Mr. Mowery's experiences as President of an urban land planning company and a 3D graphics/rendering & video company, along with his former experiences as the chairman of the St. Lucie County Board of Commissioners, a city manager for 3 cities, an assistant town manager, a regional director of a south Florida planning firm and a private planning and management consultant have provided him with vast opportunities to experience both public and private sector work from many angles. His professional career has allowed him to work in several different states, along with experiences in Geneva Switzerland and Zambia, Africa. One notable project includes his organizing efforts in the successful $670 million dollar recruitment of the world's largest nonprofit bioscience institute, the Scripps Research Institute, to North Palm Beach County.

Mr. Mowery services several of Florida's largest builders/developers in governmental affairs, urban planning and design, 3D renderings/videos, project management, permitting, land use and zoning approvals. He has become a key player in facilitating successful project approvals for all types of development projects and also provides full- service contract planning services for small Florida municipalities. He has authored 12 municipal zoning ordinances and 4 comprehensive plans.

Notable Projects

Fisherman Wharf
Redtail Design Group was tasked to create a festive retail masterplan project for the Fort Pierce Waterfront near Seaway Drive called Fisherman's Wharf. The project involved both city and county properties, along with some privately owned properties. The project created an innovative pedestrian friendly development focusing on creating a hub for both marine and tourist-oriented activities. The development included multifamily residential housing, restaurants, retail, a boat house, parking, pedestrian bridges, a landmark lighthouse. The project was in response to a City initiated RFP and was the winning project out of all submittals received by the City.

Fort Pierce Highwaymen Museum
The City of Fort Pierce engaged Redtail DG to create a concept for the new Highwaymen Museum, honoring the 26 world renowned African American landscape painters who originated in the City of Fort Pierce. The project, located on Ave D in Fort Pierce honors the notable painter sand their art work by reflecting the style of many of their work onto the east side of the existing historic Ave D storefront building. The project also involves a lot of symbolism from the African continent.



32
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
1994: University of Tennessee; Master of Science in Planning

1990: Kent State University; Bachelor of Business Administration, Major in Management

CERTIFICATIONS/ REGISTRATIONS
LEED Accredited Professional
Certified General Contractor Florida
DBIA Certified Professional

REDTAIL DG

PROJECT ENGINEER

Stephen S. Cooper, P.E.

Mr. Cooper has over 30 years experience in civil engineering design of streets, storm water management systems, water distribution system design, wastewater collection system design and construction management, including extensive permitting experience with various federal, state and local agencies.

Mr. Cooper engineering firm has worked on countless residential, commercial, industrial, institutional projects and has worked as a sub-consultant to numerous outside engineering firms for various site related engineering task orders. SCPE specializes in site planning, site design, permitting and construction engineering. Site design work includes design of water management systems, water distribution systems, wastewater collection and transmission systems, docks and marinas and other civil engineering site related consulting activities.

Mr. Cooper has experience acting as an expert witness and peer review. SCPE is currently pursuing federal work as an emerging small business and is a certified SDVOSB business with the **Federal Government, SDV-MBE certified with the State of Florida and a SBE with SFWMD.**



30
YEARS OF INDUSTRY EXPERIENCE

Education
B.S., Ocean Engineering, Florida Atlantic University, 1986

CERTIFICATIONS/ REGISTRATIONS
Registered Professional Engineer
State of Florida
#46557
Florida Dept of Environmental Regulation
NPDES
Inspector #24912

Service Related Disabled Veteran
Dept of Veteran Affairs

REDTAIL DG

SENIOR PROJECT MANAGER

Jason Wilson, LEED AP/DBIA

As Senior Project Manager, Jason has over 22 years of experience in construction management and a diverse resume which brings a unique and seasoned perspective to the team. He is devoted to serving DMS's vision and is confident in delivering a successful CMAR project. Jason is well-versed on all operations objectives and works efficiently to guarantee adherence to all construction procedures and field duties. He will foster seamless communication with DMS and the Design Team.



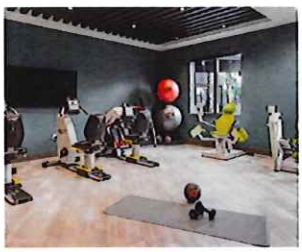
EXPERIENCE LIVING

The Gallery at Hacienda Lakes
Location: Naples, FL
Size: 166,085 SF
Value: $43,433,984
Project Type: Healthcare; Senior Care



INSPIRED LIVING

Alura by Inspired Living
Location: Rockledge, FL
Size: 119,400 SF
Value: $22,962,639
Project Type: Healthcare; Senior Care



EXPERIENCE LIVING

The Gallery at North Port
Location: North Port, FL
Size: 173,089 SF
Value: $37,314,596
Project Type: Healthcare; Senior Care



22
YEARS OF INDUSTRY EXPERIENCE

EDUCATION
BDes - School of Architecture,
University of Florida

CERTIFICATIONS/ REGISTRATIONS
LEED Accredited Professional
Certified General Contractor Florida
DBIA Certified Professional

CORE HORUS

SUPERINTENDENT

Jeremy Schulz

Jeremy brings 30 years of construction industry experience, as well as extensive healthcare and senior living knowledge to your project. His responsibilities include supervising, coordinating, and scheduling trade- work, as well as building an environment of open collaboration with the Construction and Design Teams in order to maintain schedule and budget control. Jeremy monitors the quality of construction procedures and field duties and will utilize his experience with a wide range of construction materials and methods to ensure the FDVA Collier County State Nursing Home project is finished on time, on budget, and with the highest quality



30

YEARS OF INDUSTRY EXPERIENCE

CERTIFICATIONS/ REGISTRATIONS

OSHA 30-Hour
CPR& First Aid
Certification



EXPERIENCE LIVING

The Gallery at Hacienda Lakes

Location: Naples, FL Size: 166,085 SF
Value: $43,433,984 Project Type:
Healthcare; Student Housing



EXPERIENCE LIVING

The Gallery at North Port

Location: North Port, FL Size: 173,089 SF
Value: $37,314,596 Project Type:
Healthcare; Student Housing



HERITAGE OAKS OF ENGLEWOOD, LLC

Heritage Oaks of Englewood

Location: Englewood, FL Size: 93,919 SF
Value: $15,127,313 Project Type:
Healthcare; Student Housing

CORE HORUS

DIRECTOR OF PRECONSTRUCTION

Grant Curtan

As Director of Pre-Construction, Grant brings 19 years of experience in the ever-changing conditions and methodologies of preconstruction processes. He will lead the team through design development, value engineering, construction document review, and the establishment of the GMP while working closely to ensure that the finished plans match the expectations, budget, and schedule for your project. Grant will provide bidding strategies and risk analysis information to allow for quick decision making, and he will remain engaged throughout the project, ensuring a seamless transition from preconstruction to construction.



EXPERIENCE LIVING

The Gallery at Hacienda Lakes

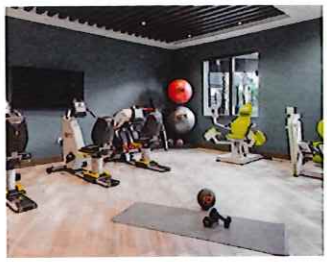
Location: Naples, FL Size: 166,085 SF Value: $43,433,984 Project Type: Healthcare; Senior Care



INSPIRED LIVING

Alura by Inspired Living

Location: Rockledge, FL Size: 119,400 SF Value: $22,962,639 Project Type: Healthcare; Senior Care



EXPERIENCE LIVING

The Gallery at North Port

Location: North Port, FL Size: 173,089 SF Value: $37,314,596 Project Type: Healthcare; Senior Care



19

YEARS OF INDUSTRY EXPERIENCE

EDUCATION

B.S. Building Construction, University of North Florida

CERTIFICATIONS/ REGISTRATIONS

LEED Accredited Professional
Certified General Contractor Florida

CORE HORUS

LOCAL REALTOR

LUKE LEWIS

BIOAGRAPHY

Luke Lewis's business acumen based on transparency and utilizing analytical data, to determine the highest and best use of projects, was acquired during his corporate tenure of 20 years with AmeriGas Propane. Through working in leadership as a negotiator and Sales Manager covering the southern United States, his passion for community development is supported by his ownership of 10 doors located in the Lincoln Park corridor. There, he provides housing and assistance to residents. This was a catalyst for his vision of opening a brokerage here in Fort Pierce where ultimately, our goal is to build relationships to support the One Fort Pierce initiative.

TREASURE COAST REALTY GROUP

PROJECT NAME: BJ's Lounge
Transaction Troubled nightclub in the Lincoln Park community sold to a place of worship.

Value: $975,000
Role: Realtor

TREASURE COAST REALTY GROUP

PROJECT NAME: Boardwalk on the Inlet
Location: Land Acquisition on seaway drive for destination spot

Value: $5,000,000
Role: Realtor

TREASURE COAST REALTY GROUP

PROJECT NAME: K & K
Location: Acquisition of downtown Fort Pierce Properties

Value: $32,000,000
Role: Realtor



4
YEARS OF INDUSTRY EXPERIENCE

HORUS Academy Consultant

Alison A. Hewitt

BIOAGRAPHY

Alison A. Hewitt is also, the President and CEO of Alison A. Hewitt and Associates, is a hands-on community development leader that possesses a wealth of practical business experience and a fresh vision for individuals interested in developing and growing their own businesses and bringing meaningful change to communities.

Hewitt has 24 years of successful economic development and community affairs management experience, including post as the Executive Director for the State of Florida's Office of Urban Opportunity in Tallahassee, FL. While there she oversaw the successful launch of 20 Front Porch communities throughout the state. The Front Porch Florida communities had a budget allocation of more than $25.6 million for urban revitalization including: economic diversity, improved education, strengthening families, and enhancement of Florida's environment and quality of life. As president of Creative Community Solutions, Hewitt implemented business assistance programs to over 200 businesses, marketing/branding strategies, public outreach and surveys and other Strategic Plan Activities to both Community Redevelopment Areas in Manatee County, South County and 14th Street CRAs.



24
YEARS OF INDUSTRY EXPERIENCE

Affiliations
Advantage Capital Partners,
Advisory Board Member

HORUS ACADEMY



TAB 3

QUALIFICATIONS AND REFERENCES

Provide a brief narrative with verifiable evidence of the Applicant's satisfactory performance designing and constructing at least three (3) mixed-use projects of comparable scope and complexity. A reference must be provided for each project provided.

THE DESOTA APARTMENTS & MIXED-USE

Multi-family/mixed-use

Location
Sarasota, FL

Architect
Hoyt Architects

Project Budget
$43,937,549

Final Cost
$43,937,549

Completion Date
August 2017

On schedule

On Budget

Community outreach

LEED Silver



Description

The DeSota Apartments and Mixed-Use project included the new construction of a 10-story 407,279 SF multifamily apartment complex located in Sarasota, FL. The facility houses 180 units comprised of one, two, and three bedrooms, a 251-space parking deck, shell space for retail stores, and two hotel style suites for short term rentals to residents' guests.

Key Features

The project featured:

- >>Quartz Counter tops
- >>Large windows
- >>10-foot ceilings
- >>fitness center
- >>Rooftop,
- >>Resort-style pool
- >>Club room
- >>Outdoor decks

The multifamily apartment complex achieved LEED Silver Certification for Leadership in Energy and Environmental Design from the US Green Building Council for using energy efficient materials.

Reference

Carter USA Development
Patty Neil
404. 888-3117

Key Personnel:
Grant Ciurtan LEED AP Precon
Jason Wilson LEED Sr Project Manager
Jeremy Schulz Superintendent

CORE HORUS

ULBC Urban Village

Multi-family and Commercial/Mixed-use

Location
Oakland Park, FL

Architect
Design2Form

Project Budget
$23.4 Million

Final Cost
$23.4 Million

Completion Date
In process

On schedule

On Budget

Community outreach

Redevelopment Agency

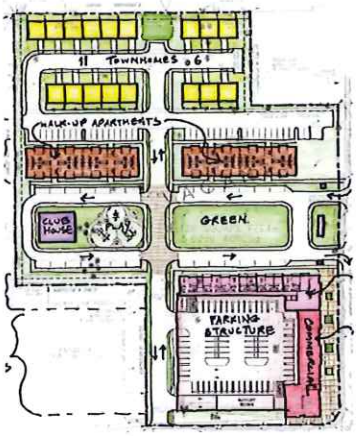


Description

ULBC's Urban Village is envisioned to be an affordable and workforce housing, intergenerational rental community where residents live, learn, work, and play in the City of Oakland Park. The proposed development consists of (17) 3-bedroom townhomes; (48) 2-bedroom walk-up apartments; a mixed-use building containing commercial lease spaces, educational uses, (30) senior residential units , and (30) workforce residential units as well as a parking garage; a 2,600 Sq. Ft. clubhouse building; outdoor playground and central green space. The project is designed to encourage walking and outdoor activity for its residents of all ages and to create a strong sense of community.

Key Features

>> Buildings are oriented around a central Village Green Activity Area that unifies the space and provides an open space for gathering, play and other recreation.



Reference

Carter USA Development
Patty Neil
T: 404. 888.3117

Key Personnel:
Zamarr T. Brown

Design2Form
Architecture • Interiors • Project Management

The Boulevard at West River

Mixed income-affordable housing/Multi Family

Location
Tampa, FL

Architect
BDG Architects

Project Budget
$65,000,000

Final Cost
$65,000,000

Completion Date
September 2021

On schedule

On Budget

Community outreach



Description

623-unit eight-story multifamily with community room for residents, an indoor gym, and a fifth-floor community media room with a balcony.

Key Features

>>Mixed-income affordable housing development
>>Secure access
>>Modern energy-efficient appliances including:

- Washers
- Driers
- Granite counter tops
- Balconies

>> Each tower has its own

- State-of-the-art fitness center
- Library with free computer access
- Spacious game room
- Community spaces for entertaining and gathering.

Reference

Francis Ihedoro | Tampa Housing Authority
T: 813.267.0485

Key Personnel:
Donald Odam Jr.

COMMERCE PARK DEUCES RISING

Multi-family/mixed-use

Location
St. Petersburg, FL

Architect
Howard & Associates

Project Budget
$28,000,000

Final Cost
$28,000,000

Completion Date
January 2026

On schedule

On Budget

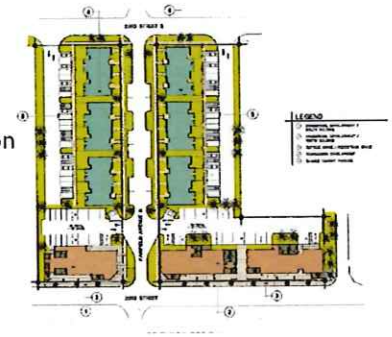
Community outreach



Description

The Commerce Park/ Deuces Rising Project is a mixed-use, mixed-income development that will feature 28,000 to 32,000 sf of retail, office, incubator and co-working space and 26 townhomes to be affordably sold to families from 80-120% AMI.

Key Features



This project consists of two phases:
Phase1: Right of Way Work (Projected budget $1.5M)
Phase2: Commercial and Residential Design & Construction

>> 24- two-story townhomes – Home Ownership
>> Mix of bedroom types – 2 and 3 bedrooms
>> 120% AMI or below
>> Surface Parking and retention
>> Reconstructed Fairfield Ave w/ street parking
>> Approximately 40,000 sq. ft. of commercial space
>> Two-story fronting 22nd Street South
>>Opportunity to configure space for retail, office, and restaurant/café with outdoor seating, incubator, and micro spaces
>> Affordable commercial space for local business

Reference

City of St. Petersburg
James E. Jackson Jr., AIA |
Sr. Project Coordinator
T: 727.892.5342
E: james.jackson@stpete.org

Key Personnel:
Jonathan D. Graham
Dr. Lena Graham-Morris
Sharon Honoret
Alison A. Hewitt

EDEN PARK AT IRONWOOD

Multi-family/mixed-use

Location
Gainesville, FL

Architect:
Andrew Kaplan

Project Budget
$9.5 Million

Final Cost
$10 Million

Completion Date
2004

On schedule

On Budget

Community outreach

Energy Star Standard

Redevelopment Agency



Description

Eden Park at Ironwood is 125,000 SF multi-family affordable family housing complex. The complex has been subsidized by the local housing finance authority, the Florida Housing Finance Corporation, and all 104 of the subsidized units are listed as ready for occupancy. The complex is a mix use facility with the inclusion of the commercial space that houses a 3000 SF child care facility. The local grocer and various shopping venues are also easily accessible.

Key Features

Community Features
>> Day Care
>> Grill
>> Picnic Area
>> Pool
>> Playground
>> Basketball Court



Reference

Gainesville Housing Authority
Pamela Davis
T: 352.872.5500
E: PamelaD@gnvha.org

Key Personnel: Edward L. Jennings

THE GALLERY AT NORTH PORT

Senior Living | Assisted Living

Location
1340 NE 39th Ave,
Gainesville, FL

Architect:
Andrew Kaplan

Project Budget
$9.5 Million

Final Cost
$10 Million

Completion Date
2004

On schedule

On Budget

Community outreach



Description

The Gallery at North Port project included the new construction of a high-end independent living, assisted living, and memory care community in North Port, FL. This pet-friendly campus features a three-story, 173,089-square-foot building that houses 167 units, as well as four separate independent living triplex buildings and four independent living quadplex buildings, totaling in 195 units across the campus' palm tree studded grounds.

Key Features

This award-winning retirement community offers 24-hour assistance in addition to amenities such as:

- >>Resort-style swimming pool,
- >>Bocce ball court,
- >>Walking trails,
- >>Beauty salon,
- >>Fitness areas,
- >>Social gathering spaces.

The community gained its name for its investment in local art, and residents as well as members of the community can enjoy the Gallery's sculpture garden, commissioned by a local artist, which features native plant and animal statues reaching up to 12 feet in height. Construction entailed concrete footings, load-bearing masonry, wood and truss structural framing, siding exterior, and single-ply roofing with shingles.

Reference

Andrea McNally
T: 720.264.0635
E: AndreaM@ESK5280.com

Key Personnel:
Jason Wilson, LEED AP/DBIA

CORE HORUS



TAB 4

DEVELOPMENT VISION AND APPROACH

Describe in detail the overall concept and approach to the development of the Site and how the approach fulfills the development goals and requirements. This section should include an overview of the following key components:

- Site plan
- Mobilization
- Construction management
- Marketing and property management of completed buildings.
- Residential development program details, such as proposed building typology, square footage of planned development by use, residential unit mix if relevant, the split of for-sale and rental product if relevant, residential amenities, and anticipated rents or pricing.
- Public space features
- Parking plan, including how construction, ownership, operation, and management of the public parking facility will function.
- Other development program details, such as the total square feet and usage of any ground floor other space

HORUS ACADEMY

SITE PLAN

The Moore's Creek Proposal site plan is designed to create a vibrant, inclusive community by offering a diverse range of housing options and amenities. The plan includes:

Mixed-Use and Commercial Retail

To foster economic activity and convenience, the proposal incorporates mixed-use spaces that blend residential units with commercial retail. This integration supports local businesses, creates job opportunities, and enhances the walkability of the neighborhood.

Public Spaces

The site plan prioritizes the creation of public spaces that serve as communal gathering spots. These areas will provide residents and visitors with opportunities to engage in recreation, socialization, and relaxation, enhancing the overall quality of life.

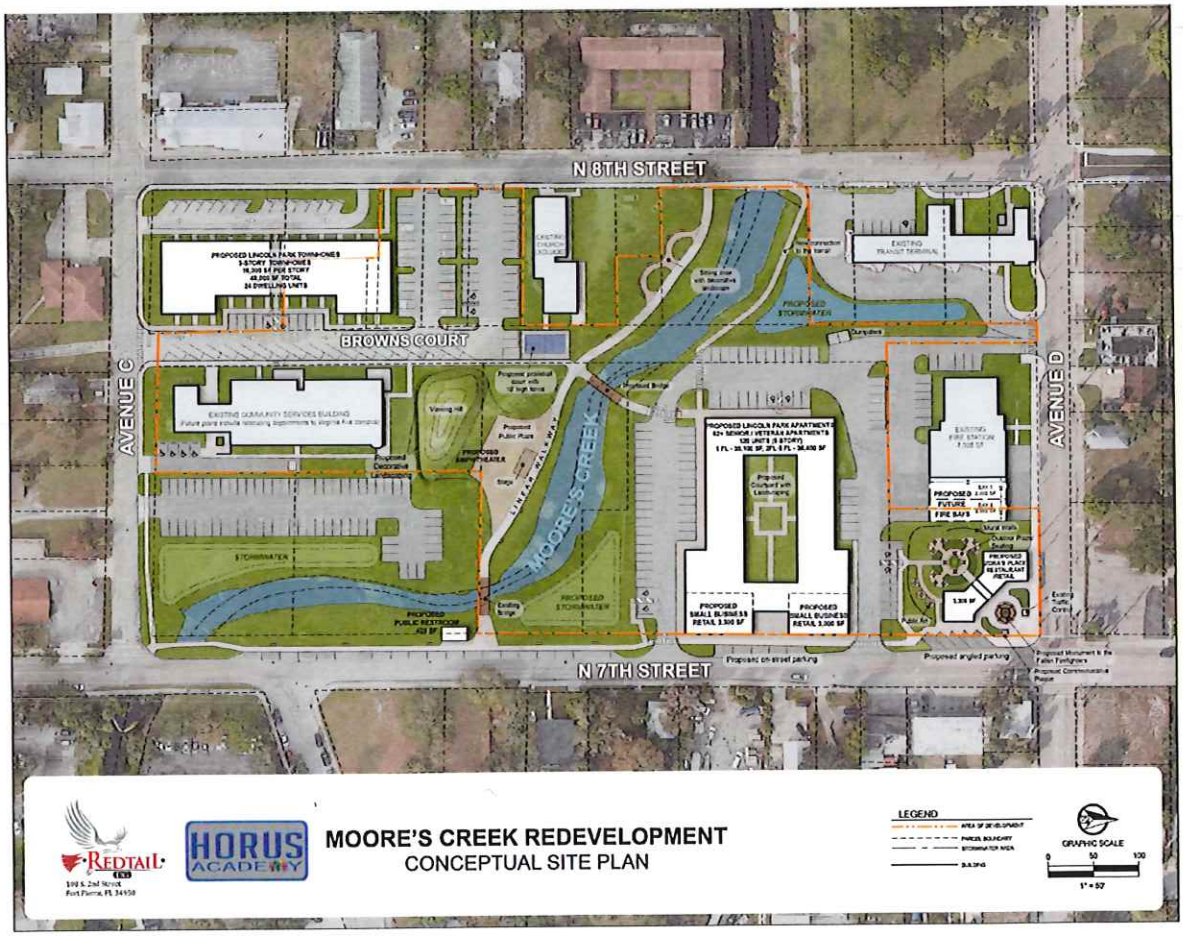
Cultural Activities & Heritage

The proposal includes dedicated spaces for cultural activities, ensuring that the community's cultural heritage is celebrated and preserved. These cultural elements contribute to a sense of identity and pride among residents, fostering a strong, connected community.

Diverse Housing Stock:

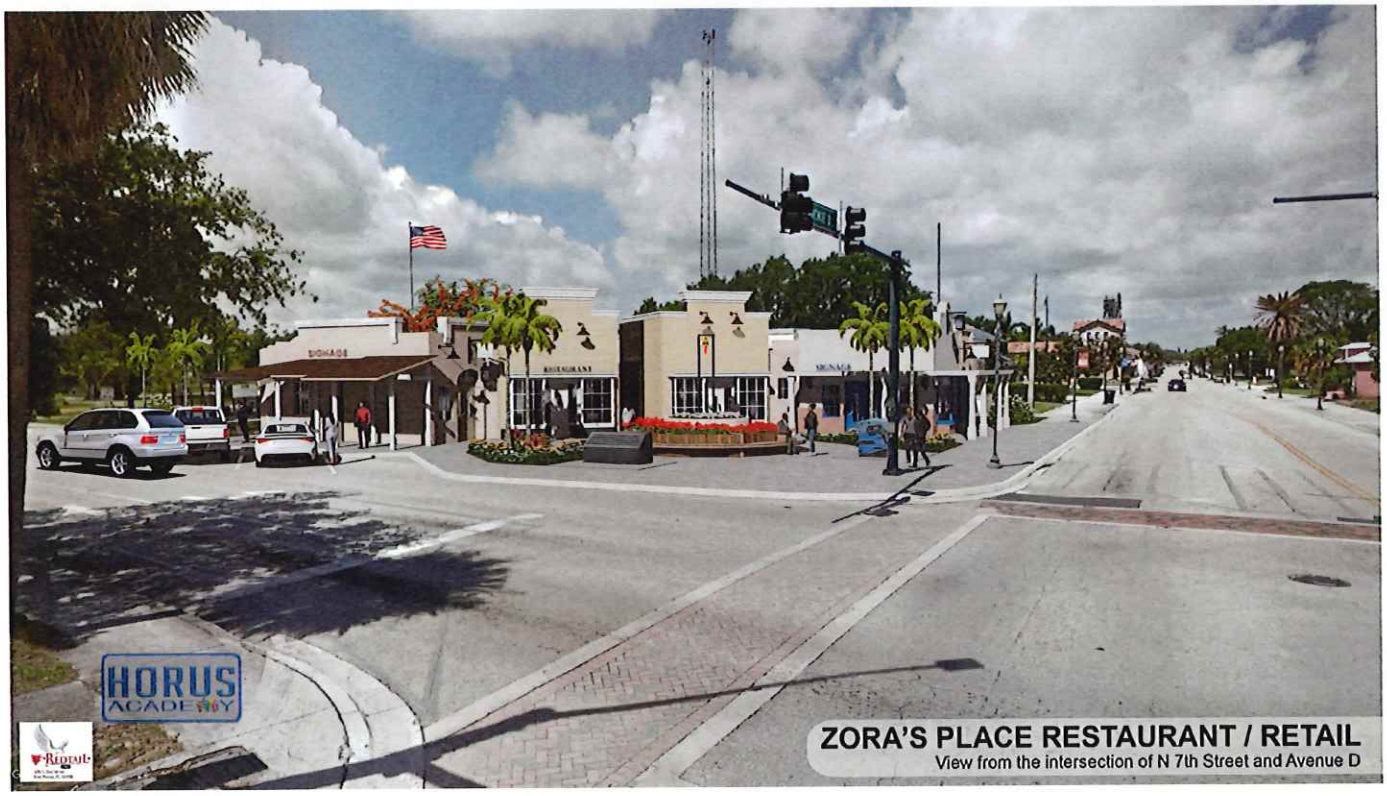
The development features a variety of housing options, including affordable senior housing, and a mix of above and below-market-rate units. This ensures that people from different income levels and stages of life can find suitable, affordable housing within the community.

The Moore's Creek Proposal is designed to be a dynamic, inclusive community that meets the needs of a diverse population, while also celebrating and preserving the cultural heritage of the area.



Retail/Restaurant and Amenities

This is the location SW at Avenue D and N 7th Street. This proposed location includes 3,200 sf retail/restaurant space for private sector investment. HORUS Academy will provide technical assistance/support to the commercial businesses. this proposed location also includes proposed murals, monuments and amenities that sense of community,



Ensuring access to safe and affordable housing is a fundamental aspect of supporting the aging population and promoting their overall well-being.

SITE PLAN



Such housing fosters a sense of community, reduces social isolation, and allows seniors to age in place with the support they need.

Senior Housing

Safe and affordable senior housing is vital for ensuring the well-being, dignity, and independence of older adults. As people age, they often face financial constraints, health challenges, and mobility issues that make finding appropriate housing difficult. The proposed senior housing will have access to transportation through the transit center and with Fire Station 15 located in close proximity address the health and safety for the senior residents. Safety is equally important, as seniors are more vulnerable to accidents, health emergencies, and crime. Safe housing offers features like accessible design, emergency response systems, and secure environments, which are essential for maintaining their health and quality of life.

SITE PLAN

HORUS ACADEMY

MOUNT OLIVE MISSIONARY BAPTIST CHURCH

Partnership with Mount Olive

Private investment and a partnership with the local church, Mount Olive, to build affordable housing on unused land can have a profound and positive impact on the community. This collaboration can serve as a powerful model for addressing housing shortages and fostering community development in a sustainable and inclusive way.

KEY IMPACTS:

Addressing House Shortages

The development of affordable housing on underutilized land helps meet the critical need for housing, especially in areas where affordable options are limited. This can alleviate the burden on low- and moderate-income families, providing them with safe, stable, and cost-effective living environments.

Community Empowerment

The partnership with Mount Olive Church ensures that the project is rooted in the community's needs and values. Churches often have strong ties to the local population, and their involvement can help build trust, foster community engagement, and ensure that the housing meets the specific needs of the community.

Economic Revitalization

Private investment brings financial resources and expertise to the project, enabling high-quality construction and efficient project management. This can stimulate local economic activity, create jobs, and attract additional investment to the area, contributing to broader economic revitalization.

Social Impact

Affordable housing developments often include community spaces and services that enhance residents' quality of life. Partnering with Mount Olive Church will incorporate programs that provide social support, such as job training, health services, and educational opportunities, further benefiting residents and the surrounding community.

Sustainable Land Use

Utilizing unused land for affordable housing is an efficient and sustainable approach to urban development. It prevents land from remaining idle and potentially deteriorating, instead transforming it into a valuable community asset that addresses pressing social needs.

Strengthening Local Institutions

The partnership can also strengthen the church's role as a community anchor, enhancing its capacity to serve the community in new and impactful ways. This collaboration can create a legacy of service and social responsibility that aligns with the church's mission.



Overall, this initiative represents a strategic approach to leveraging private investment and community resources to create affordable housing, strengthen community bonds, and foster long-term, positive change in the neighborhood.

MOBILIZATION

Mobilization/Pre- Development for Phase 1

01 RFP Award/ Selection Complete

02 Mobilization Meeting with all the players onsite/virtually to approve Development Schedule

03 Master Developer contract executed-30-60 days

04 Phase 1 Design process commences with fire district.

A. Architect/engineer contracts executed -30 days

B. Meet FD Officials

C. Site Plan/ Construction plan submittals

05 Continue Community Engagement

Mobilization/Pre-Development for Phase 2-60-90 Days

01 Engineer begins site plan process

02 Public funding grant approval process beings with local

03 Discussion with FPHA - Begin to solicit PBV contract

04 Begin conversations with debt/equity options

05 Continue Community Engagement Process

Mobilization/Pre-Development for Phase 2-60-90 Days

01 Engineer begins site plan process approval with listed features

02 Finalize Budget Figures for Public Area

03 Re-engage Community to lock in their support

CONSTRUCTION MANAGEMENT

Construction Management Approach to a Moore's Creek Mixed-Use Development

In the development of the Moore's Creek mixed-use project, the HORUS Academy Construction Management Team (CM) will play a critical role, guiding the project from initial design through construction and final closeout. Our involvement ensures that the project is delivered on time, within budget, and meets the highest standards of quality and safety. Our approach emphasizes the importance of collaboration, communication, and the strategic use of technology at each stage to enhance project outcomes.

Design Phase

During the design phase, the CM's primary responsibilities include budget management, constructability reviews, and value engineering. Early involvement in the design process allows us to collaborate closely with architects, engineers, and the client to ensure that the design aligns with the project's financial and operational goals.

1

Budget Management

We work with the design team to provide accurate cost estimates, helping to align the project scope with the available budget. By identifying potential cost drivers early, the CM ensures that financial constraints are considered during design development, reducing the likelihood of budget overruns later in the project.

2

Constructability Reviews

We conduct thorough constructability reviews, analyzing the design for potential challenges that could arise during construction. This process involves evaluating the practicality of the design, identifying any elements that may be difficult or costly to build, and suggesting modifications that maintain design integrity while simplifying construction.

3

Value Engineering

We lead value engineering efforts, working with the design team to identify opportunities to reduce costs without compromising quality or functionality. This collaborative process ensures that the project meets all objectives, balancing aesthetics, performance, and cost-effectiveness.

The CM's role in the design phase is characterized by a commitment to collaboration and communication. By fostering strong relationships with all stakeholders and ensuring that everyone is aligned with the project's goals, we help to set the stage for a successful construction phase.



CONSTRUCTION MANAGEMENT

Construction Phase

As the project moves into the construction phase, our focus shifts to executing the work efficiently and safely. Our responsibilities include safety management, logistics coordination, schedule optimization, supply chain management, risk management, subcontractor procurement and management, and budget control.

1 Safety Management

Ensuring the safety of all workers on site is our top priority. We implement comprehensive safety protocols, conduct regular inspections, and ensure that all team members are trained and compliant with safety standards. A proactive approach to safety minimizes the risk of accidents and ensures a safe working environment.

2 Logistics Coordination

We develop and oversee a detailed logistics plan, coordinating the movement of materials, equipment, and personnel to ensure that the site operates smoothly. Efficient logistics management reduces downtime and helps maintain a steady workflow, even on a complex site with multiple concurrent activities.

3 Schedule Optimization

We optimize the construction schedule, balancing the needs of various trades and ensuring that work progresses according to plan. By closely monitoring progress and making adjustments as needed, the CM helps to minimize delays and keep the project on track.

4 Supply Chain Management

We manage the procurement of materials and equipment, ensuring that everything arrives on time and meets the required specifications. Effective supply chain management involves anticipating potential disruptions, such as delays in material deliveries, and developing contingency plans to mitigate their impact.

5 Risk Management

We identify potential risks, such as weather conditions, labor shortages, or unforeseen site issues, and develop strategies to mitigate them. Regular risk assessments and a proactive approach to problem-solving help us to address challenges before they become critical.

6 Subcontractor Procurement & Management

We are responsible for selecting and managing subcontractors, ensuring that they are qualified, well-resourced, and aligned with the project's objectives. We monitor subcontractor performance, addressing any issues promptly to maintain quality and schedule adherence.

7 Budget Control

Throughout the construction phase, we closely monitor project costs, ensuring that expenditures remain within the approved budget. By tracking costs in real-time and addressing deviations promptly, we help to prevent budget overruns and keep the project financially viable.

8 Technology Integration

We leverage the latest construction software and technology tools to enhance project management. Procore, for example, streamlines communication, document management, and project tracking, providing real-time insights into project performance. 3D modeling and clash detection tools allow us to identify and resolve potential conflicts between building systems before construction begins, reducing the likelihood of delays and rework.

The success of the construction phase hinges on the CM's ability to foster collaboration and maintain open lines of communication among all stakeholders. By keeping everyone informed and engaged, we ensure that the project progresses smoothly and that any issues are resolved quickly and effectively.

Closeout and Commissioning

As the project nears completion, our focus shifts to closeout and commissioning, ensuring that the transition from construction to occupancy is smooth and seamless.

1 Closeout

We work with the design team to provide accurate cost estimates, helping to align the project scope with the available budget. By identifying potential cost drivers early, the CM ensures that financial constraints are considered during design development, reducing the likelihood of budget overruns later in the project.

2 Commissioning

We conduct thorough constructability reviews, analyzing the design for potential challenges that could arise during construction. This process involves evaluating the practicality of the design, identifying any elements that may be difficult or costly to build, and suggesting modifications that maintain design integrity while simplifying construction.

"Throughout the closeout and commissioning phases, we continue to emphasize collaboration and communication, ensuring that all parties are aligned and that any final concerns are addressed before project handover."

The HORUS Academy Construction Management Team's role in the redevelopment of Moore's Creek is integral to the project's success. From the design phase through construction and closeout, our responsibilities are diverse and demanding, requiring the high level of expertise possessed by our team. By leveraging advanced technology and fostering strong relationships with all stakeholders, we ensure that the project is delivered safely, on time, within budget, and to the highest standards of quality.

MARKETING & PROPERTY MANAGEMENT

Marketing for Affordable Housing-6 months
Marketing to the elderly and veteran community is different in the social media world.

Community Outreach

A. Fort Pierce Housing Authority-We will be negotiating a direct PBV contract with FPHA, market to their Section 8 Voucher Holders, and be listed as local Landlord

B. Community/Veterans Services-We will be listed with County Support/Veterans Services and attend Veteran events, and Meals on Wheels events

C. Faith Based Entities-We will visit local area churches to make in-person announcements and sponsor senior events to do direct marketing to area seniors

Private Sector

We will have a 6-month contract with Apartments.com. The highest trafficked apartment rental site in the world. It has targeted websites for seniors.

Affordable Housing Websites

We will list this property on the Florida Housing.org and Section8.org websites

Marketing for Commercial Space-6-12 months

Coordinate with local Chamber of Commerce to present Area Project

Attend Local/ICSC Seminars/Events

Work with Means Court to market to graduating Incubator Businesses to create permanent Space for their businesses

Coordinate with Local Commercial Brokers to find Businesses that are looking to expand into the area market

Work with FPCRA to meet the needs outlined in the 2024/25 Community Needs Assessment and ensure that CRA programs are catered to the needs of expanding area businesses

RESIDENTIAL DEVELOPMENT PROGRAM

Residential development program details, such as proposed building typology, square footage of planned development by use, residential unit mix if relevant, the split of for-sale and rental product if relevant, residential amenities, and anticipated rents or pricing.

Residential Property Staffing

- 1 Property Manager
- 1 Asst. Manager
- 1 Maintenance Supervisor
- 1 Maintenance Tech

Unit | Property | Community Features

>>Rich Wood Grain Floors
>>Energy Star Appliances
- Water Heater, Toilets, Lighting

>>W/D Hook Ups
>>Electric Range
>>Garbage Disposal
>>Dishwasher
>>Central Air/Heat
>>Ceiling Fans
>>Cable and High-Speed Internet Access
>>Computer Lab/Business Center
>>Fitness Center
>>Meeting Space
>>Gazebo
>>Outdoor Garden
>>Outdoor Cooking Area

Monthly | Quarterly Programming

- Health Screening
- Financial Literacy Classes
- Homebuyer Classes
- Fitness Classes
- Bingo
- Faith Based Activities

Public Space Features

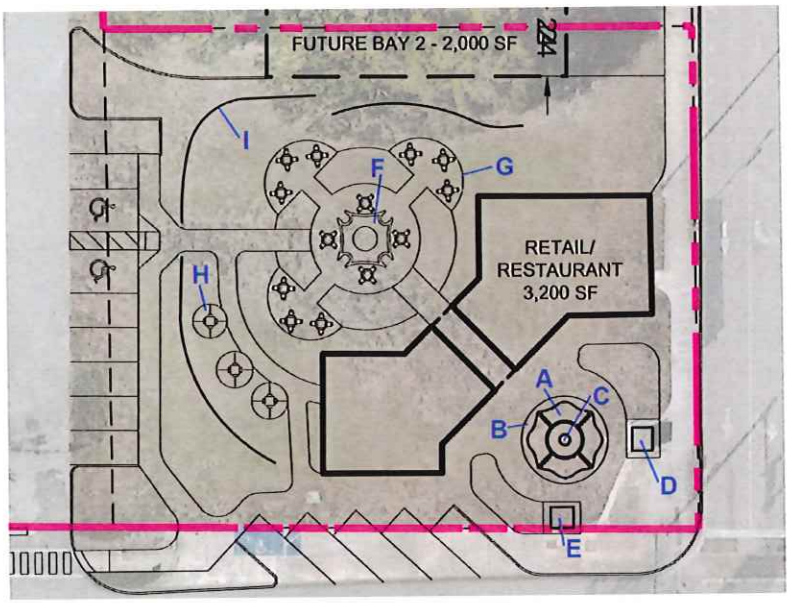
Enhancing public spaces in affordable housing developments is crucial because it fosters a sense of community, improves residents' quality of life, and contributes to the overall well-being of neighborhoods. Well-designed public spaces provide areas for social interaction, recreation, and relaxation, vital for mental and physical health. They also create a more welcoming and vibrant environment, making affordable housing developments more than just places to live, but thriving communities where residents feel connected and engaged. These enhancements can have long-lasting impacts, promoting social cohesion, safety, and pride in one's community. The development team has worked to include the benefits of Moore's Creek, solicited input from community outreach meetings with the community and conversations with neighborhood leaders about the most impactful public enhancement. the following are proposed Public Spaces:

Monument to the Fallen Firefighters

Located on the corner of Avenue D and N 7th Street, this monument is made of raised planters **(A)** in the shape of the Fire Department's logo, with seating around it **(B)** and a bell tower **(C)** in the center. As we had to keep the existing traffic monitor **(D)**, we added one symmetrical element **(E)** that will have the names of the firefighters who lost their lives in service.

African - American Culture

The proposed restaurant's seating area layout is made using a few of the Western African symbols (Adinkra). The central piece is a raised planter shaped like an African Americal symbol for brotherhood and security (FIHANKRA) **(F)** and we have the central circle and half-circles which is a symbol of united souls in African American Culture (AKOMA NTOASO) **(G)**. Around them is the landscape. The art station circles are paved to resemble the symbol of the craftsmanship (DAME DAME) **(H)**

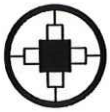


Akoma Ntoaso





Dame Dame



Promotion of Art

In the restaurant area, three circles are 'art stations' **(H)** where local artist would come to paint in plain air, sculpt or make other kinds of art, that they could sell. This way of painting is a resemblance of the Highwaymen artists, that made their art along the highway. This area is approachable from the restaurant and from the street, making a unique atmosphere for the visitors and local attraction.

Also, three walls **(I)** of different heights are placed around the restaurant outdoor area and will have the murals made by the local artists. These walls are making an intimate, almost private feeling while still being outdoors, and make a dynamic and flowing space.

In addition to this, several other concepts were incorporated into the site plan, such as the connection of the transit with the 7th street by addition of a sidewalk that will go along the Moore's Creek on it's north side and connect with the 120-unit apartment building.

Also, we added the area for public gathering just south to the Moore's creek that will have a paved area with a possibility of having a portable stage area for musical events, and a hilly area for people to sit and watch the events. We also showed a public toilet on the N 7th Street as discussed on the meeting.

In addition to the restaurant/retail on the corner of the 7th Street and Avenue D, there is also an area for small businesses in the apartment building that will make a cozy commercial area as an improvement to the 7th Street.

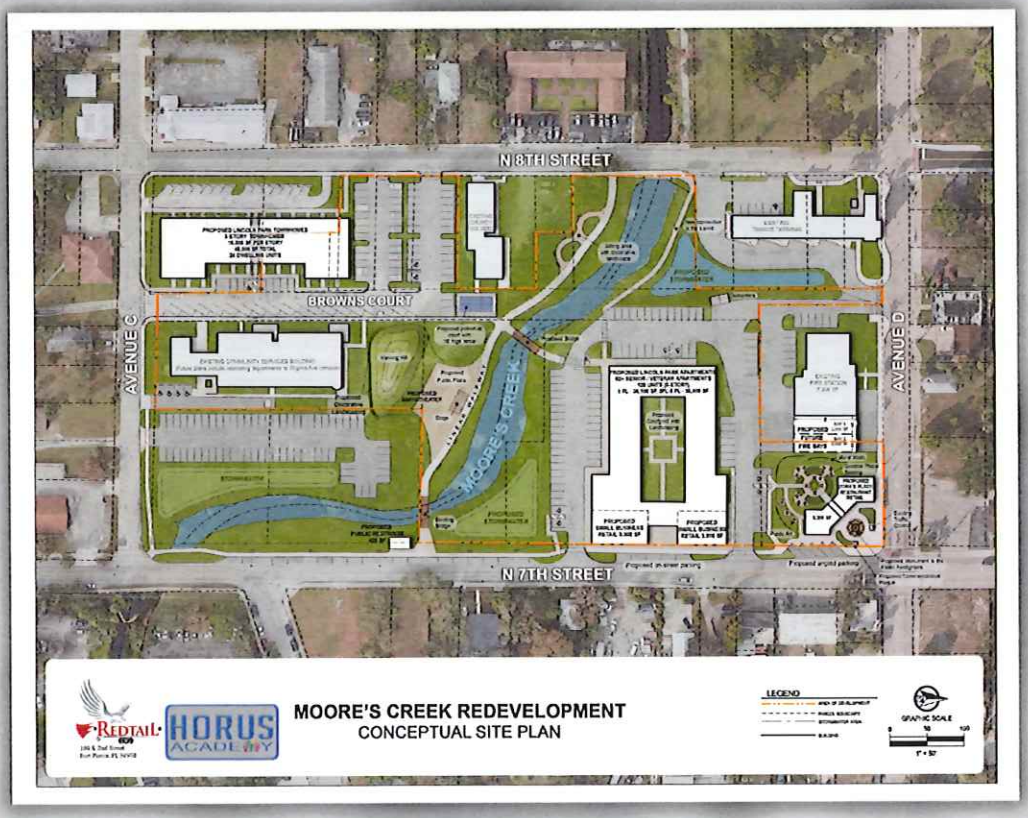
PARKING PLAN, INCLUDING HOW CONSTRUCTION, OWNERSHIP, OPERATION, AND MANAGEMENT OF THE PUBLIC PARKING FACILITY WILL FUNCTION.

This arrangement outlines a significant public-private partnership that provides essential resources for the development of the Lincoln Park project. Here's a breakdown of the key points:

» Public Land and Parking Lease: The public land and parking areas required for parking, stormwater management, infrastructure, and building construction will be leased to the HORUS Academy partnership at no charge for a period of 99 years. This long-term lease provides stability and ensures that the partnership can fully utilize these public resources to support the development.

» Exclusive Control Over Parking: All parking spaces necessary to meet the city, county, and state requirements for the residential and commercial components of the Lincoln Park Development will be under the exclusive control of the HORUS Academy partnership. This allows the partnership to manage parking in a way that best serves the needs of residents and commercial tenants, ensuring compliance with regulatory requirements while optimizing the use of space.

This structure is designed to facilitate the development by providing the necessary land and resources without the burden of additional costs, while also granting the partnership the authority to manage and maintain the essential infrastructure needed for the success of the project.



PARKING PLAN, INCLUDING HOW CONSTRUCTION, OWNERSHIP, OPERATION, AND MANAGEMENT OF THE PUBLIC PARKING FACILITY WILL FUNCTION.

Parking Plan, Operation, and Features

All public-owned land and parking needed to provide- parking, stormwater management, infrastructure, and buildings for the privately owned improvements will be leased at no charge for 99 years to the **HORUS Academy** partnership.

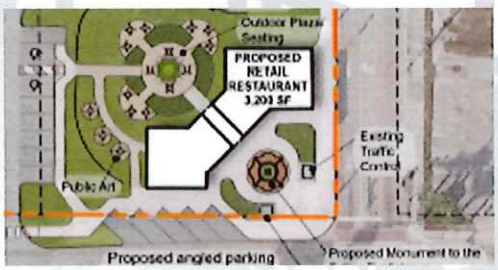
All the parking required to meet the city/county/state parking requirements for the residential and commercial needs of the residents and commercial tenants of the Lincoln Park Development will be under the sole control of the partnership. There will be a designated number of spaces for the patrons of the commercial space. All these parking lots/improvements will be maintained/managed via contract with the **HORUS Academy** partnership. The maintenance costs will continue to be at the public's cost under the current regime.

Mt. Olive Church Parking

All church property used for this project will be leased by the partnership for 99 years. All current and enhanced parking on Church property will remain under the church's ownership but controlled by the partnership for the project's life. The project partnership will maintain the parking at the sole cost of the partnership.

All parking currently owned by the public or private in the subject area not enhanced/improved by this proposal will continue to be owned/managed/operated in its current form unless an agreement is made between the impacted parties.

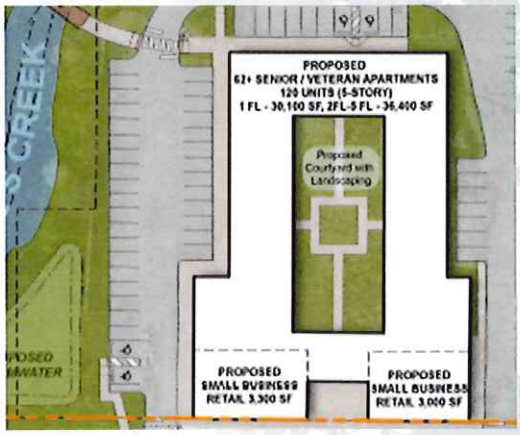
See parking enhancements on the site plan and figure below.



Retail/ Restaurant
Existing Spaces : 0
Proposed Total: 12 Parking Spaces (2 ADA)



Townhomes
Existing Spaces : 0
Proposed Total: 12 Parking Spaces (2 ADA)



Senor/ Assisted living
Existing Spaces : 0
Proposed Total: 12 Parking Spaces (2 ADA)

OTHER DEVELOPMENT PROGRAM DETAILS, SUCH AS THE TOTAL SQUARE FEET AND USAGE OF ANY GROUND FLOOR OTHER SPACE

Outdoor Community Amenities

- >>Multiple Benches & Seating Areas
- >>Enhanced Walking Trail
- >>Performance Stage
- >>Heritage art Features\ Historic Markers
- >>Public Restrooms
- >>Public Amphitheater

The Moore's Creek Proposal site plan is designed to create a vibrant, inclusive community by offering a diverse range of housing options and amenities. The plan thoughtfully integrates natural and recreational elements to enhance the overall living experience.

KEY IMPACTS:

Park Benches:

Scenic Park benches will be strategically placed along the creek, offering residents and visitors tranquil spots to relax, enjoy nature, and connect with one another

Pickleball Court:

A pickleball court will provide a fun, active space for residents of all ages to engage in this popular and accessible sport, fostering community interaction and promoting a healthy lifestyle.

Quaint Bridge Over the Creek:

A charming bridge will span Moore's Creek, enhancing the aesthetic appeal of the area while providing a convenient and picturesque crossing point for pedestrians, further connecting different parts of the development.

Amphitheater with a stage for outdoor events:

An outdoor amphitheater will serve as a central gathering place for the community, hosting a variety of events such as concerts, performances, and cultural activities. This space will be a focal point for community engagement, bringing people together to celebrate and enjoy shared experiences.

Together, these features contribute to a well-rounded, dynamic environment that supports recreation, relaxation, and cultural expression, making Moore's Creek a truly vibrant and inclusive community.





TAB 5

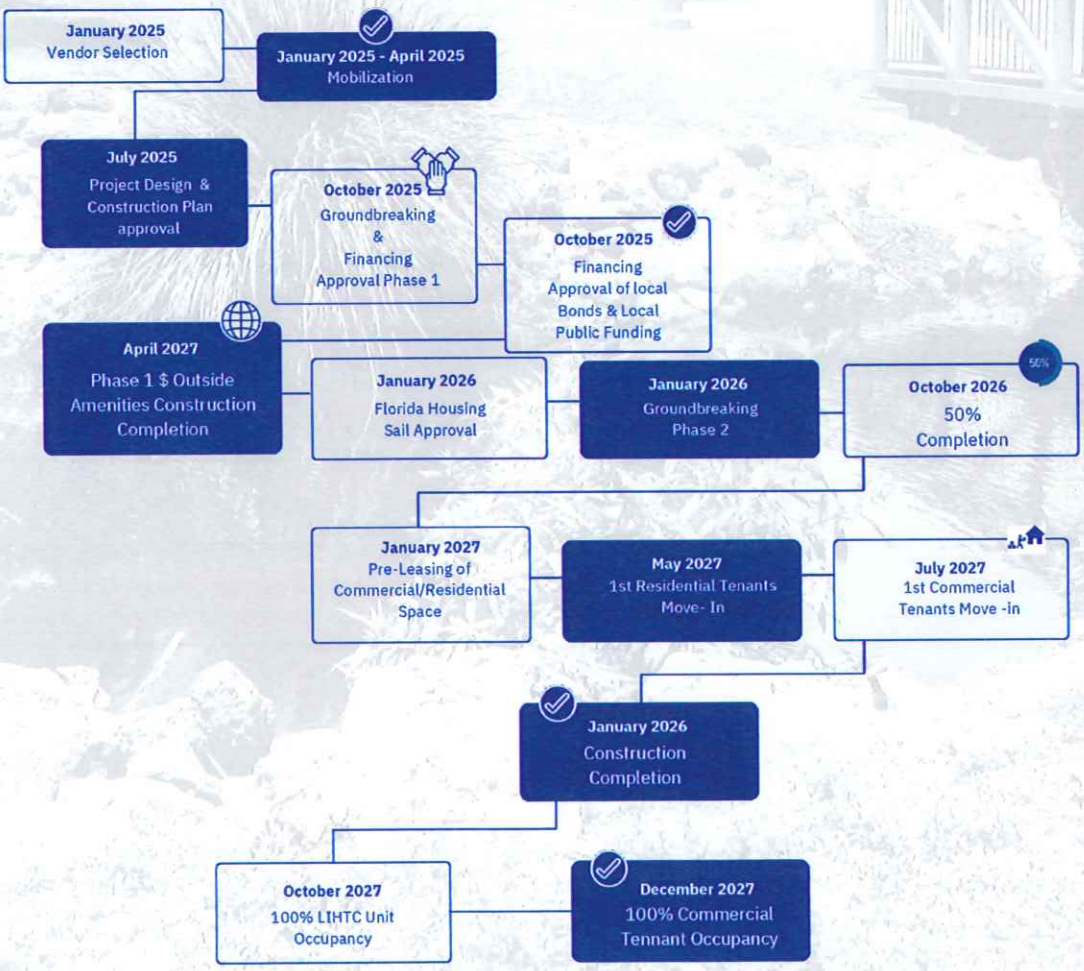
PROJECT SCHEDULE

Describe the ability to execute the proposed development approach in a timely manner. Responses should include a preliminary schedule for pre-development, construction, marketing, and occupancy.

Project Timeline

Moore's Creek Redevelopment Project (a.k.a) Avenue D Model Block Project

The Moore's Creek Project Team assembles the best-in-class professionals in the Southeastern United States. From engineering to architecture, construction to community engagement, and development to property management, HORUS Academy has sought to partner with the most diverse, qualified, and expert set of development professionals that Ft. Pierce has ever seen. From HORUS's initial entire into St. Lucie County, we have sought to leverage the best in culture and talent to assist in revitalizing the historic nature of Lincoln Park back to its original splendor with a nod to the rich history of the past, while embracing the latest in modern features to meet the needs of the community in the community. Our development team marshals over 300 years of experience with the leadership of a 3rd generation construction firm with a unique community-focused philosophy to assist in Lincoln Park's transformation. We believe that this effort will be used as a cornerstone for all future projects as a testament to the manifestation of the dreams of our ancestors to sustain and support themselves with the help of the Almighty, as was his intention for all of his children.





TAB 6

FINANCING PLAN

Project Financing & Proforma
Describe how the Applicant plans to finance the pre-development planning, design, and engineering, and construction of the proposed development. Respondents should submit a complete development pro forma for the full duration of the proposed project in a live (i.e., fully working formulas and macros) Microsoft Excel file. This summary should include all details about the project:

- Project financing sources and uses.
- Development budget
- Cash flows: operating revenue and expenses
- Expectations of Project Return
- Anticipated timeline for development
- Identify any financial partnerships assumed (public/private; nonprofit/profit, etc.).

Project financing sources and uses.

HORUS Academy believes that a project plan without resources is just a deferred dream that stimulates the community with the promise of a healthy, vibrant meal without a restaurant, kitchen, cook, or food to prepare. Everyone comes to the table hungry and leaves just the same. We start with the concept of the need/desire to meet the hunger of the community in the community. So, we have started creating a menu after meeting with community members in group and individual settings. The Project plan above will deliver the components listed above. We will build on the valuation of the existing community's physical assets of land value/public service-provided buildings. We have met with the local Fire District to assess their expansion needs and associated financial support.

HORUS Academy & Mt. Olive Baptist Church.

We partnered with Mt. Olive Baptist Church, to use the value of their land as an equity partner. With this in mind, HORUS Academy invested the financial resources to develop the attached site plan with the help of the professional listed in the proposal. This value is above $100k. With the development of the site plan, we looked at all the public resources to address each component at the local/state/federal levels. This includes but is not limited to:

- **Local-CRA/TIF**
- **Fire District**
- **State-Sadowski(SAIL, SHIP funding)**
- **HFA-4% Bonds**
- **Fedral-HOME/CDBG/HUD Section 7/PBV**
- **LIHTC**
- **Leftover ARPA**

Some of this program will require plan changes and re-prioritization. The biggest financing tool we will use is the Tax-Exempt Bonds that come with 4% LIHTC's. These credits will be used as the underpinning of the debt/equity in the project's affordable housing portion.





Partnership Letter

MOUNT OLIVE
MISSIONARY BAPTIST CHURCH

Rev. Kwame D. Alston, Senior Pastor

August 17, 2024
Dr. Andrea Graham, Board Chairman
HORUS Academy, Inc. Tampa, Florida 33619

Dear Dr. Graham,

This letter serves as a letter of intent from Mt. Olive Missionary Baptist Church's MO to partner with HORUS Academy (HA) in its effort to respond to the City of FL Pierce/St. Lucie County's RFP 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project). As you are aware, we are a longstanding community player in the Moore's Creek Community. We have served the spiritual, social/human services, housing, cultural and community development needs of the citizens of FL Pierce for over 120 years.
In that vein, we were very pleased to hear about your efforts to respond to the local RFP to further address the community development needs in the local neighborhood. We were honored to host your 1st community engagement meeting at our church on May 9, 2024. We are very impressed with the professional development team that you have assembled, including a significant presence of minority professionals and a local engineer. Due to these efforts, we are excited about the possibility of partnering with you in your response to the area RFP.

Your development team has suggested that three (3) parcels owned by MO: Parcel Info:2410-604-0104-000-8, Parcel Info:2413-604-0108-000-2 and Parcel Info:2413-604-0108-000-6 that are inside of the CRA RFP designated area and contiguous with the public area owned parcels. We are interested in partnering with you to address the community development needs of the area. It is our understanding that a significant portion of the property will be used to develop affordable housing. But we understand that due to the diverse needs of the community, and the existing social services already being delivered.

800 Avenue C
Fort Pierce, FL 34950

Exhibit 1

MOUNT OLIVE
MISSIONARY BAPTIST CHURCH

Rev. Kwame D. Alston, Senior Pastor

Rev. Kwame D. Alston, Senior Pastor

These are the terms of the of the intended partnership:

1. All project parcels will be appraised by a 3rd party certified appraiser.
2. After a 3rd party appraisal has been completed, a real estate partnership will be created to maximize the highest and best uses for the parcels in the partnership.
3. HO will participate in the ownership and net revenue of the partnership commensurate with the value of parcels submitted in the RFP as a part of the total valuation of the total of the parcels in the RFP prior to any new improvements.
4. If HO property is improved, HO will maintain access to the number of parking spaces currently available throughout the partnership period during HO sponsored events.
5. HO will not serve as a guarantor to any indebtedness as required for financing of the RFP proposed development.
6. HO will authorize HO's property to serve as security for the improvements up to the value of our property.
7. HO will have a vote on any board or governing entity of the governance of the project commensurate with the valuation above.
8. HO will be indemnified though any required insurances purchased on behalf of the partnership.
9. HO will not incur any of the costs of the submission of the RFP, any presentation or securing any future financing.
10. HO attests that the listed project parcels are not subject to any debt as of the date of this LOI.
11. HO will not securitize the three parcels during the proposed development.
12. Any member of HO will have priority in selections of residents for any housing improvements of the property
13. HO will receive quarterly updates on the progress of the Moore's Creek project efforts.
14. HO will provide letters of support for any proposals or requests for financial support of the RFP.

This letter serves as a letter of intent to partner with HA in its RFP 24-044 response. Should HA not be successful in its application being selected, HA and HO agree that the terms listed in this LOI are not binding going forward.

Sincerely,

Rev Kwame D. Alston, Senior Pastor
Mount Olive Missionary Baptist Church

800 Avenue C
Fort Pierce, FL 34950

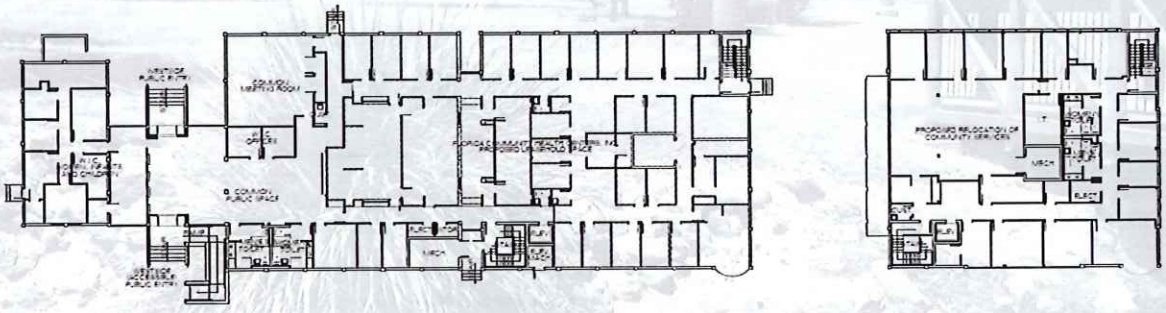
Exhibit 2

Also, we did take a tour of the Community Services Building. We believe this structure is under-utilized in its current configuration. The Community Service Department wants to allocate an additional dozen staff, create a larger breakroom/wellness space, and add a meeting/training area.

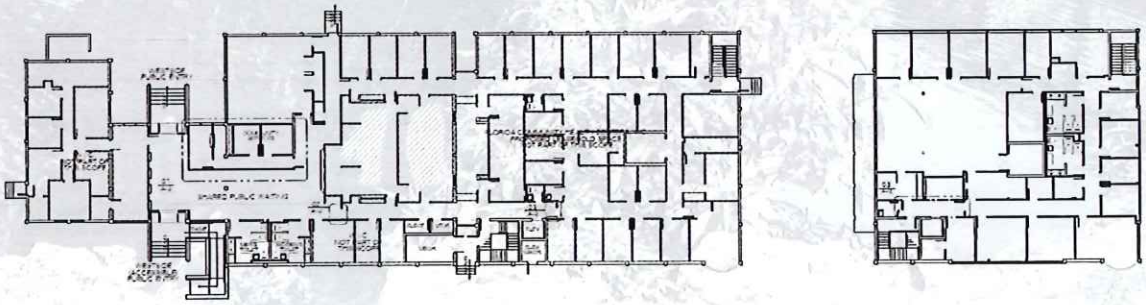
If the goal is to meet the staffing needs inside the building, we believe that there is space to do that with reasonable renovations. Our project partner, Mount Olive, has ample space in its current location to serve as a staff meeting/training area on a bi-weekly/monthly basis for a nominal fee. This will only create a stronger public/community relationship.

All in all, we will be soliciting public funds to develop the public/community portions of the project and private funds to secure the needed equity/debt for the private/non-profit development. Even with that commitment, we will need a state/local public investment of approximately 20% of the project costs to make the project work.

Summarily, HORUS Academy has always believed in PPP-Public/Private/Partnerships. If we are selected as the winning developer, we commit to using the best and the brightest local/regional professionals to deliver a transformative development that will be the new standard for revitalizing the Lincoln Park CRA for decades to come.



EXISTING PLAN



PROPOSED IMPROVEMENTS PLAN

MOUNT OLIVE
MISSIONARY BAPTIST CHURCH

Rev. Kwame D. Alston, Senior Pastor

August 17, 2024
Dr. Andrea Graham, Board Chairman
HORUS Academy, Inc. Tampa, Florida 33619

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800 Avenue C
Fort Pierce, FL 34950

Exhibit 1

Partnership Letter

MOUNT OLIVE
MISSIONARY BAPTIST CHURCH

Rev. Kwame D. Alston, Senior Pastor

These are the terms of the of the intended partnership:

1. All project parcels will be appraised by a 3rd party certified appraiser.
2. After a 3rd party appraisal has been completed, a real estate partnership will be created to maximize the highest and best uses for the parcels in the partnership.
3. MO will participate in the ownership and net revenue of the partnership commensurate with the value of parcels submitted in the RFP as a part of the total valuation of the total of the parcels in the RFP prior to any new improvements.
4. If MO property is improved, MO will maintain access to the number of parking spaces currently available throughout the partnership period during MO sponsored events.
5. MO will not serve as a guarantor to any indebtedness as required for financing of the RFP proposed development
6. MO will authorize MO's property to serve as security for the improvements up to the value of our property.
7. MO will have a vote on any board or governing entity of the governance of the project commensurate with the valuation above.
8. MO will be indemnified though any required insurances purchased on behalf of the partnership.
9. MO will not incur any of the costs of the submission of the RFP, any presentation or securing any future financing.
10. MO attests that the listed project parcels are not subject to any debt as of the date of this LOI.
11. MO will not securitize the three parcels during the proposed development.
12. Any member of MO will have priority in selections of residents for any housing improvements of the property
13. MO will receive quarterly updates on the progress of the Moore's Creek project efforts.
14. MO will provide letters of support for any proposals or requests for financial support of the RFP.

This letter serves as a letter of intent to partner with HA in its RFP 24-044 response. Should HA not be successful in its application being selected, HA and MO agree that the terms listed in this LOI are not binding going forward.

Sincerely,

Rev Kwame Alston

Rev. Kwame D. Alston, Senior Pastor
Mount Olive Missionary Baptist Church

800 Avenue C
Fort Pierce, FL 34950

Exhibit 2

Moore's Creek Redevelopment Project Proposal

Project 1 Fire Station - @ bays and Restaurant-3,200 sq. ft., Fallen Fighter/ African American Art

Uses			Sources				
Design/Construction-1	$3,000,000		Fire District-Const 1	$3.000,000		Construction 1-Fire Station Bays	
Construction-2	$800,000		Fire District Const 2	$0		Construction 2 Restaurant/Monument/Art	
Engineering	$12,500		Land Donation	$159,000			
Architecture	$12,500		City/Cty/FPCRA	$312,800			
Soft Costs	$15,000		Debt	$547,200			
Legal	$20,000						
Land	$159,000						
Total	$4,019,000						

Project 2 Lincoln Park Apartments-120 Senior and Veteran Units + Commercial Space 24 TownHomes

Uses			Sources				
Land Allocation	$825,000		Tax Credit Equity	$19,652,373			
Construction-1	$27,660,000		Land Donation	$825,000			
Construction-2	$6,580,000		City/Cty/FPCRA/HFA	2,100,000			
Engineering	$125,000		SAIL	3,534,877			
Architecture	$125,000		PACE/ PLP Loan	$1,080,000			
Soft Costs	$150,000		Debt-Lument	$14,800,000.00			
Legal/Recording	$200,000						
Financing Costs	$100,000						
Bonding	$$350,000						
Contingency Fund	$750,000						
Sub-Total	$36,515,000						
Developer Fee-15%	$5,477,250.00						
Total	$41,992,250.00						

			Equity Calculation	
			Basis	$42,394,750.00
			QCT -30% Bonus	$55,113,175.00
			Annual LIHTC-4%	$2,204,527.00
			10-years	$22,045,270.00
			$.90 Purchase Price	$19,840,743.00

Income		Expenses-$5,500/unit	
80-1BR	$1,056,000	80-1BR	$440,000
52-2BR	$831,792	56-2BR	308000
12-3BR	$222,768	8-3BR	44000
Total	$2,110,560		$792,000
7% Vacancy	$1,962,820.80		
VASH/PBV/Section 8			
	NOI		$1,170,820.80
Amount	$14,850,000		
Period	40		
Rate	6.15%		
D/S	($1,005,671.66)		
D/S Coverage Ratio	-1.164217753		

Public Spaces Improvements	
Public Restrooms	$100,000
AmphiTheatre	$500,000
Stage/Sound Support	$250,000
Seating Areas-15	$30,000
T	
Total	$880,000
All Funded by FPCRA	



TAB 7

FINANCIAL CAPACITY

Prior to execution of any agreement, the chosen applicant shall provide the Parties with copies of any relevant financial documents to ensure performance of the project, which may include, but is not limited to:

- Properly recorded surety bonds
- Letters of credit
- Parent-company guarantees. Lender guarantees
- Lender guarantees
- Equity partner guarantees

WALLACE WELCH & WILLINGHAM
INSURANCE & RISK MANAGEMENT SINCE 1925

August 20, 2024

St. Lucie County, a political subdivision of the State of Florida
2300 Virginia Avenue
Fort Pierce, FL 34982

Re: **Horus Construction Services, Inc.**
Project: RFP No. 24-044 Moore's Creek Redevelopment Project
(a.k.a. Avenue D Model Block Project)

Contract Administrator,

We are currently the bond and insurance agent for Jonathan Graham and Horus Construction Services, Inc. and have known the principals for over sixteen years. We have always found them to be of the highest integrity and extremely capable in their field of the construction industry.

We have never had a complaint from any owner, subcontractor, or supplier on any of the projects we've provided the bonds on in the range of $48,450-$19,365,700.

They have a bond program with FCCI Insurance Company of single projects up to $50,000,000 with an aggregate of $50,000,000. The bond rate is 2.5%. FCCI is AM Best Rated A X and holds a Federal Treasury Limit and is licensed in Florida.

We consider Horus Construction Services, Inc. a valued client and we are pleased to be able to handle their bond needs. I am the point of contact and if I can be of any further assistance, please feel free to contact me @ 727-522-7777.

Thanks for your time.

Sincerely,

Douglas R. Moore, CIC, AFSB
Bond Manager

300 First Avenue South, Fifth Floor, St. Petersburg, Florida 33701
Phone: 727.522.7777 • Toll Free: 800.783.5085 • Fax: 727.521.2902
W3ins.com

LUMENT

August 19, 2024

Mr. Edward Jennings
Horus Academy
3840 North 50th Street
Tampa, FL 33619

Re: Construction and Permanent Loan Financing (the "Loan") for Moore's Creek Apartments (the "Project"), a 144 unit new construction multifamily housing project located in Fort Pierce, FL.

Dear Mr. Jennings:

Lument Real Estate Capital, LLC, a Delaware limited liability company ("Lender") is pleased to provide you with this letter of interest to provide construction and permanent financing through FHA's 221(d)(4) program on the above-referenced project.

The proposed terms shown below are based off of Lender's review and underwriting of representations and information provided by you with regard to estimates of project costs, project income and expense figures, the limited market area data currently available to us, and the interest rate environment prevailing as of this date:

Construction & Permanent Loan Financing

Lender:	Lument Real Estate Capital, LLC
Borrower:	A TBD Single Asset Entity
Loan Amount:	$14,800,000 (estimated)
Loan Term:	24 Month Construction Period; up to forty (40) years or 480 Month Permanent Period following construction.
Loan Amortization:	Interest only during Construction Period; Interest and Principal during Permanent Period
Interest Rate:	Fixed interest rate currently estimated at 5.90% (subject to market movement)
Mortgage Insurance Premium ("MIP")	0.25% MIP

LUMENT.COM
Lument is a subsidiary of ORIX Corporation USA. Securities, Investment Banking and Advisory Services provided through Lument Securities, LLC, Member FINRA/SIPC.
Investment advisory services are provided by Lument Investment Management, LLC, registered as an investment adviser with the U.S. Securities and Exchange Commission.

Debt Service Coverage:	1.15x Minimum Allowable
Loan to Cost:	90% Maximum Allowable
Financing Fee:	1.00% of the loan amount
Reserves:	1. Construction contingency 2. Initial Operating Deficit – 3% of loan amount; 3. Working Capital – 2% of loan amount 4. Replacement Reserves – calculated to comply with HUD/CNA requirements. 5. Ancillary – Tax & Insurance & MIP reserve
Security:	A first mortgage lien on the property and the Project; a first assignment of rents and leases on the property or the Project; a senior security interest in Borrower's furnishings, fixtures, and equipment and Borrower's other tangible and intangible personal property acquired from, used in connection with or arising from the development, construction, use or operating of the property or the Project; an assignment of all construction contracts and contracts for other professional services engaged in or for the project; an assignment to Lender of any distribution rights of the Borrower and the General Partner(s) by way of their respective general partnership interests in the property and the Project.
Prepayment:	Mortgages are typically subject to a two (2) year lockout with an 8% prepayment premium in year 3 declining 1% annually thereafter. Alternative structures available.

Standard Conditions:

The Borrower shall pay all costs incident to the processing and closing of the permanent financing including (without limitation) title insurance premiums, recording and settlement costs, costs of survey, hazard insurance premiums, and payment of any amounts due to deliver interest rate, and the fees and expenses of environmental, engineering, architectural, accounting, legal, and other professionals providing services to the Borrower. The Borrower shall pay such costs regardless of whether or not the permanent financing is closed and funded.

Prior to a loan closing, Borrower and/or Guarantors will be required to comply with and meet Lender's standard pre-closing conditions. Said pre-closing conditions would be contained in a final Lender Commitment letter issued to Borrower at a future date, and would include, but not be limited to, Lender's review and acceptance of items including the final underwriting, conditions

Lument is a subsidiary of ORIX Corporation USA. Securities, Investment Banking and Advisory Services provided through Lument Securities, LLC, Member FINRA/SIPC.
Investment advisory services are provided by Lument Investment Management, LLC, registered as an investment adviser with the U.S. Securities and Exchange Commission.

August 20, 2024

St. Lucie County, a political subdivision of the State of Florida

2300 Virginia Avenue

Fort Pierce, FL 34982

To whom it may concern,

Subject: Credit Reference for HORUS

We are pleased to provide this credit reference for **HORUS** who have been a valued customer of Gator Gypsum since **January 2001.** During this time, they have maintained an account with us for the purchase of **construction supplies.**

HORUS has consistently met their financial obligations in a timely manner. Their current credit limit with us is **$5,000,000,000** and they typically settle their invoices within **25** days of the date of invoice, in accordance with the agreed payment terms.

To date, we have not experienced any issues with late payments or outstanding balances, and we consider **HORUS** to be a reliable and creditworthy customer.

Should you require any further information, please do not hesitate to contact me directly at 813-918-4576.

Thank you for your attention to this matter.

Sincerely,

Mike Dexter

Mike Dexter
Regional Director
Gator Gypsum
813-918-4576

3904 E Adamo Dr, Tampa, FL 33605

Solar and Energy Loan Fund
The Horus Academy – Lincoln Park Apartments (Moore's Creek)
Letter of Interest

August 21, 2024

Dr. Lena Graham-Morris, CEO
The Horus Academy
3840 N 50th Street
Tampa, FL 33619

SUBJECT: Letter of Interest – Solar financing for the Moore's Creek Development, Ft. Pierce, FL

Dear Dr. Graham-Morris:

The purpose of this letter is to express Solar and Energy Loan Fund's (SELF's) interest in providing 'Solar PV and Battery Storage' financing in the amount of approximately $1.0 million for the property to be known as 'Lincoln Park Apartments' located in Ft. Pierce, FL. Our understanding of this project is that the Developer will use tax credit financing to create 120 apartments, and 24 townhomes targeted to Seniors and Veterans, affordable at the 40-60% area median income (AMI). SELF may assist with the financing either through its role as the administrator of the PACE program for St. Lucie County, or directly as a lender.

Closing this financing is contingent on, without limitation, SELF's successful underwriting of the project, borrower's track record and financial capabilities, approval by the SELF's Credit Committee, as well as any closing conditions. We look forward to working with you on this exciting impactful project!

Sincerely,

Brandon Cook (BrandonC@Solarenergyloanfund.org)

Sr. Community Development Officer

Solar and Energy Loan Fund (SELF)



TAB 8

ATTACHMENTS

Respondents mustinclude the following:

- Insurance Certificate reflecting all required coverages.
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Drug-Free Workplace Form (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- Equal Opportunity Report Statement (Complete and Submit)
- Certification RegardingDebarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions (Complete and Submit)
- Certification Regarding Lobbying (Complete and Submit)
- Non-Collusion Certification (Complete and Submit)
- Acknowledged all Addenda.

HORUS ACADEMY

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

OPTIONAL PROPOSAL CHECKLIST

SECTION	ATTACHMENT NAME	CHECK BOX	ST. LUCIE COUNTY USE
1	Proposal Cover Page & Cover Letter		
2	Company and Staff Qualifications		
	Attachment E - Claims/Liens/Litigation History		
3	Pricing		
4	Past Performance/Related Experience		
5	Approach and Methodology		
6	Socioeconomic Business Enterprise		
7	Administrative Information (include the following):		
8	Attachment A - RFP Affidavit	x	
	Attachment B - RFP Affidavit of Solvency	x	
	Attachment C - Drug Free Workplace Form	x	
	Attachment D - Conflict of Interest Disclosure Form	x	
	Attachment E – Claims/liens/Litigation History	x	
	Attachment F – Equal Opportunity Report Statement	x	
	Attachment G - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions	x	
	Attachment H – Byrd Anti-Lobbying Compliance	x	
	Attachment I - Non-Collusion Certification	x	
	Attachment J - E-Verify Affidavit	x	
	Attachment K - Proof of Insurance with Limits	x	
	Acknowledged Addenda	x	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave S, 5th Floor Saint Petersburg FL 33701	CONTACT NAME: PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902 E-MAIL ADDRESS: certificates@w3ins.com
INSURED HORUSCON-01 Horus Construction Services Inc 3840 N 50th Street Tampa FL 33619	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Amerisure Ins. Co. — 19488 INSURER B: Amerisure Mutual Ins. Co. — 23396 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 953599044 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL21165990301	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CA21165950301	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CU21165970302	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC21165980302	2/1/2024	2/1/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Horus Academy Inc

CERTIFICATE HOLDER

St. Lucie County
2300 Virgina Avenue
Fort Pierce, FL 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT A

AFFIDAVIT

TO: ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS FORT PIERCE, FLORIDA

At the time the Proposals are submitted, the Respondent shall attach to his RFP this sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the Proposer, association or corporation submitting the Request for Proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, personally appeared DR.LENA GRAHAM-MORRIS who, being duly sworn, deposes and says he is (Title)of CHAIR (Proposer)the HORUS ACADEMY respondent submitting the attached Request for Proposal for the services covered by the RFP documents for **Request for Proposals No. 24-044 Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)**
The affiant further states that no more than one Request for Proposal for the above referenced project will be submitted from the individual, his Proposer or corporation under the same or different name and that such respondent has no financial interest in the Proposer of another respondent for the same work, that neither he, his Proposer, association nor corporation directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposer's RFP on the above described project. Furthermore, neither the Proposer nor any of its officers are debarred from participating in public contract lettings in any other state.

HORUS ACADEMY
(Respondent Proposer)

(Signature – Authorized Representative)

CHAIR
(Title)

STATE OF Florida)

COUNTY OF Hillsborough

Subscribed and sworn to before me this 15th day of August, 2024, by Lena Graham-Morris who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires: 07/26/27

ANGELA WILLIAMS
Commission # HH 379271
Expires July 26, 2027

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)
ATTACHMENT B

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF *{Respondent}* HORUS ACADEMY,
being of lawful age and being duly sworn I, *{Affiant}* DR. LENA GRAHAM- MORRIS, as
{Position/Title} CHAIR *(ex. CEO, officer, president, duly authorized representative, etc.)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 15th day of August, 2021. 2024

Dr. Lena Gr
Signature of Affiant

STATE OF Florida)
COUNTY OF Hillsborough

Subscribed and sworn to before me this 15th day of August, 2021. 2024, by Lena Graham-Morris who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

My commission expires:
07/26/27

ANGELA WILLIAMS
Commission # HH 379271
Expires July 26, 2027

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT C

St. Lucie County Board of County Commissioners Drug-Free Workplace Form

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that

HORUS ACADEMY does:
Name of
Proposer

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in St. Lucie County's Request for Proposal to provide ARP Compliance and Oversite Services, a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.

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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this Proposer complies fully with the above requirements.

Dr. Lem
Signature

8/15/2024
Date

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT D

Conflict of Interest Disclosure Form

Project (RFP) Number/Description: Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Proposer's professional judgment in completing work for the benefit of St. Lucie County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Proposers are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Proposers, therefore, must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Proposer's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

[X] I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

[ ] The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Legal Name of Respondent: HORUS ACADEMY

Authorized Representative(s):

Dr. [signature]	DR LENA GRAHAM-MORRIS/CHAIR
Signature	Print Name/Title
Signature	Print Name/Title

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT E

CLAIMS/LIENS/LITIGATION HISTORY

Respondents must provide accurate and factual information related to the questions provided below. Failure to appropriately disclose the information requested, including any and all explanations and/or details related to the answers provided may result in a Respondent being removed from further consideration under this RFP. Respondents may attach additional pages and/or documents as necessary to provide information as required.

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract dispute? Yes _____ No_ _____If yes, please attach additional sheet(s) to include:
   Description o f every action.
   Captions o f the Litigation or Arbitration;
   Amount at issue:
   Name (s) of the attorneys representing all parties:

   Amount actually recovered, if any:
   Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration. N/A

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. N/A

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

   N/A

5. Have you ever abandoned a contract, been terminated for cause?
   Yes_____No_____if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No_____if no, please explain why?

7. List the status of all pending claims currently filed against your company:

N/A

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes_____No_____If yes, please explain each instance in detail: _____

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT F

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Proposer shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Proposer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Proposer") agrees as follows:

(1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Respondent certifies that, the Proposer or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

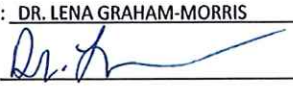
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-consultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP and shall not enter into any transaction with any sub-Consultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Lucie County.

Handwritten Signature of Authorized Principal(s):

NAME (print): DR. LENA GRAHAM-MORRIS

SIGNATURE: 

TITLE: CHAIR

NAME OF PROPOSER: HORUS ACADEMY

DATE: AUGUST 13, 2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT I

NON-COLLUSION CERTIFICATION

St. Lucie County requires, as a matter of policy, that any Proposer receiving a contract or award resulting from this Request for Proposal issued by St. Lucie County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our Proposer, partnership or corporation, that no members of the elected governing body of St. Lucie County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): DR. LENA GRAHAM- MORRIS

SIGNATURE: Dr. L

TITLE: CHAIR

DATE: AUGUST 13, 2024

NAME OF PROPOSER/PARTNERSHIP/CORPORATION: HORUS ACADEMY

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

ATTACHMENT H

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000). The undersigned [Proposer] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer, HORUS ACADEMEY, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): DR. LENA GRAHAM-MORRIS

SIGNATURE: Dr. Lena

TITLE: CHAIR

NAME OF PROPOSER: HORUS ACADEMY

DATE: AUGUST 13, 2024

Request for Proposals No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)
ATTACHMENT J
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Hillsborough

I, DR. LENA GRAHAM-MORRIS (hereinafter "Affiant"), being duly authorized by and on behalf of HORUS ACADEMY (hereinafter "Proposer") hereby swears or affirms as follows:

1. Proposer understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.

2. For the duration of Contract No._____(hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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.

3. Proposer shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.

4. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Lucie County may immediately terminate the Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Lucie County for any costs incurred by the St. Lucie County resulting from Proposer's breach.

DATED this 15TH day of AUGUST, 2024.

Signature of Affiant

DR. LENA GRAHAM-MORRIS CHAIR
Printed Name & Title of Affiant

HORUS ACADEMY
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 15 day of AUGUST, 2024, by (*insert name and title of Affiant*), who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: 07/26/27

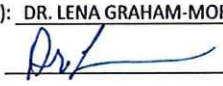
ANGELA WILLIAMS
Commission # HH 379271
Expires July 26, 2027

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): DR. LENA GRAHAM-MORRIS

SIGNATURE: 

TITLE: CHAIR

NAME OF PROPOSER: HORUS ACADEMY

DATE: AUGUST 13, 2024



TAB 9

Addendums

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

May 9, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

The due date for RFP No. 24-044 has been changed to:

Wednesday, August 21, 2024, at 3:00 p.m.

Please sign and return by e-mail to ciminod@stlucieco.org.

Name of Firm: HORUS ACADEMY

Signature: _____

Date: August 15 2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

June 6, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

A Future Land Use (FLU) change is being initiated to change the FLU of the properties identified in the RFP to General Commercial. The General Commercial Land Use promotes mixed use and may permit certain development at a higher density under the LIVE LOCAL ACT. The LIVE LOCAL ACT allows development proposals for residential and mixed-use projects to be considered administratively by the City. Note that the proposed FLU change is contingent upon approval from local and state agencies."

Please sign and include in RFP proposal.

Name of Firm: HORUS ACADEMY

Signature: _____

Date: August 15 2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

June 27, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP proposal.

Name of Firm: HORUS ACADEMY

Signature: _____

Date: August 15 2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

August 1, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP proposal.

Name of Firm: HORUS ACADEMY

Signature: _____

Date: August 15 2024

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 5

RFP No. 24-044
Moore's Creek Redevelopment Project (a.k.a. Avenue D Model Block Project)

August 12, 2024

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Floor Plan for existing building. (Please note that the Veterans Services offices as they currently operate are not reflected on the attached floor plan, but are located in the area labeled "Common Meeting Room".)

Please sign and include in RFP proposal.

Name of Firm: HORUS ACADEMY

Signature: [signature]

Date: August 15 2024

INTERLOCAL AGREEMENT C23-04-306
(DEVELOPMENT OF THE "AVENUE D MODEL BLOCK")

THIS INTERLOCAL AGREEMENT is made and entered into this 18th day of April 2023, by and between the **CITY OF FORT PIERCE,** a Florida municipal corporation (the "City"), the **CITY OF FORT PIERCE REDEVELOPMENT AGENCY** (the "FPRA"), a public body corporate and politic, and **ST. LUCIE COUNTY,** a political subdivision of the State of Florida (the "County").

WITNESSETH

WHEREAS, the parties will potentially realize mutual advantage and substantial economic benefit from the development of the "Avenue D Model Block" (the "Project") to provide affordable workforce housing, jobs, expanded commerce, enhanced public service provision with the redevelopment of the community services facility, and an enhanced tax base; and

WHEREAS, Chapter 163, Florida Statutes provides for the execution of an interlocal agreement as a means for enabling local governments to cooperate and make the most efficient use of their powers; and

WHEREAS, the City has the authority to impose and enforce comprehensive plan goals, objectives and policies as well as land development regulations covering the property within the Project; and

WHEREAS, the FPRA has adopted the 2020 FPRA Community Redevelopment Plan covering the property within the Project between Avenue D, N 8th Street and N 7th Street for mixed-use redevelopment with apartment housing and commercial uses a portion of which is shown in the attached Exhibit A; and

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5188086 05/04/2023 09:19:19 AM
OR BOOK 4985 PAGE 1025 - 1033 Doc Type: AGR
RECORDING: $78.00

WHEREAS, an interlocal agreement may provide for the parties to cooperate in the development of the Project and allocate responsibilities among themselves and designate one or more parties to the agreement to administer or execute the agreement.

NOW, THEREFORE, in consideration of the premises and undertaking contained herein the parties hereto agree as follows:

1. **AUTHORITY**

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act.

2. **GENERAL DESCRIPTION OF THE PROJECT**

The "Avenue D Model Block Project" is comprised of multiple parcels of land owned separately by each of the parties and generally located at the corner of Avenue D and N. 7th St. in Fort Pierce. The specific parcels of land available will be identified in a Request for Letters of Interest (LOI) to be issued in accordance with Section 3 ("Project Property"). The parties desire to collaborate and solicit LOI's for the development of the Project Property collectively with the goals of attracting businesses, mitigating the affordable housing issue in Fort Pierce and the County, and constructing a new County facility to more effectively provide services to the community.

3. **PROJECT PHASES; COOPERATION**

The parties agree to collaborate in the development of the Project as provided for herein. The Project is anticipated to be a multi-year project commitment that will be accomplished in two phases, which may be further defined by agreement of the parties.

PHASE 1:

- The County shall take the lead on the procurement process, drafting and issuing a Request for LOI's to prospective vendors to gauge private sector interest in the redevelopment of the Project Property, provide opportunities for interested parties to identify other entities that may be interested in participating as co-developers, and to potentially inform the preparation and issuance of a Request for Proposal (RFP) or other solicitation in Phase 2, if warranted.
- Once the Request for LOI's is issued, each party agrees to provide two representatives to serve on a review committee. The review committee shall review all submissions to the Request for LOI and recommend how to proceed to complete development of the Project ("Phase 2").

PHASE 2:

- The parties agree to fully cooperate on Phase 2 of the Project, which may include drafting and issuing a Request for Proposals or other invitation for a specific use or possible group of uses and drafting an agreement with the proposer approved by the parties' respective boards and managing the development of the Project.
- The parties agree to bring an agenda item before their respective boards for consideration and approval of any recommended proposer and authorization to negotiate an agreement.
- The parties may amend this Interlocal Agreement, or, if all parties agree, the parties may choose to enter into separate agreement(s) to further specify,

allocate, or reallocate responsibilities among themselves for completion of Phase 2.

4. TERMINATION

Any party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other parties, provided however, that once the parties issue a Request for Proposal or other invitation as part of Phase II, the parties agree not to terminate the Interlocal Agreement with the understanding that all parties must agree on the approval of the selection of a proposer and authorization to negotiate an agreement with the selected proposer. If, after the issuance of one (1) Request for Proposal or other invitation as part of Phase II, the parties do not unanimously approve a proposer and a negotiated agreement, then any party may terminate this agreement without cause by giving ninety (90) days written notice to the other parties.

5. WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of Circuit Court of St. Lucie County, Florida.

7. NOTICES

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand

delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to FPRA:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

8. FILING

This Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes. The Effective Date of this Agreement shall be the date the Agreement is recorded.

9. LIABILITY

The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes, or any other source of applicable governing law.

10. GOVERNING LAW AND VENUE

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST:

Linda W. Cox
Clerk

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson
Mayor

DATE: 4/17/2023

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

ATTEST:

Linda W. Cox

CITY OF FORT PIERCE REDEVELOPMENT AGENCY

BY: Linda Hudson
~~**Mayor**~~ Chairwoman

DATE: 4/11/2023

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

ATTEST:

Deputy Clerk

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chair

Date: 4/18/23

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
County Attorney

EXHIBIT A

AVENUE D *Model Block*

OVERVIEW

Local retail markets depend on local consumers and residents to activate them. The Avenue D 'model block' seeks to help mitigate the affordable housing issue in Fort Pierce, and Florida. No longer are large vacant lots simply used as residual, symptomatic spaces for parking lots and service areas. The proposed model block includes low apartment buildings and provides ample opportunities for renters and owners to set down roots in Fort Pierce. The model block also provides existing residents options in their living experience.

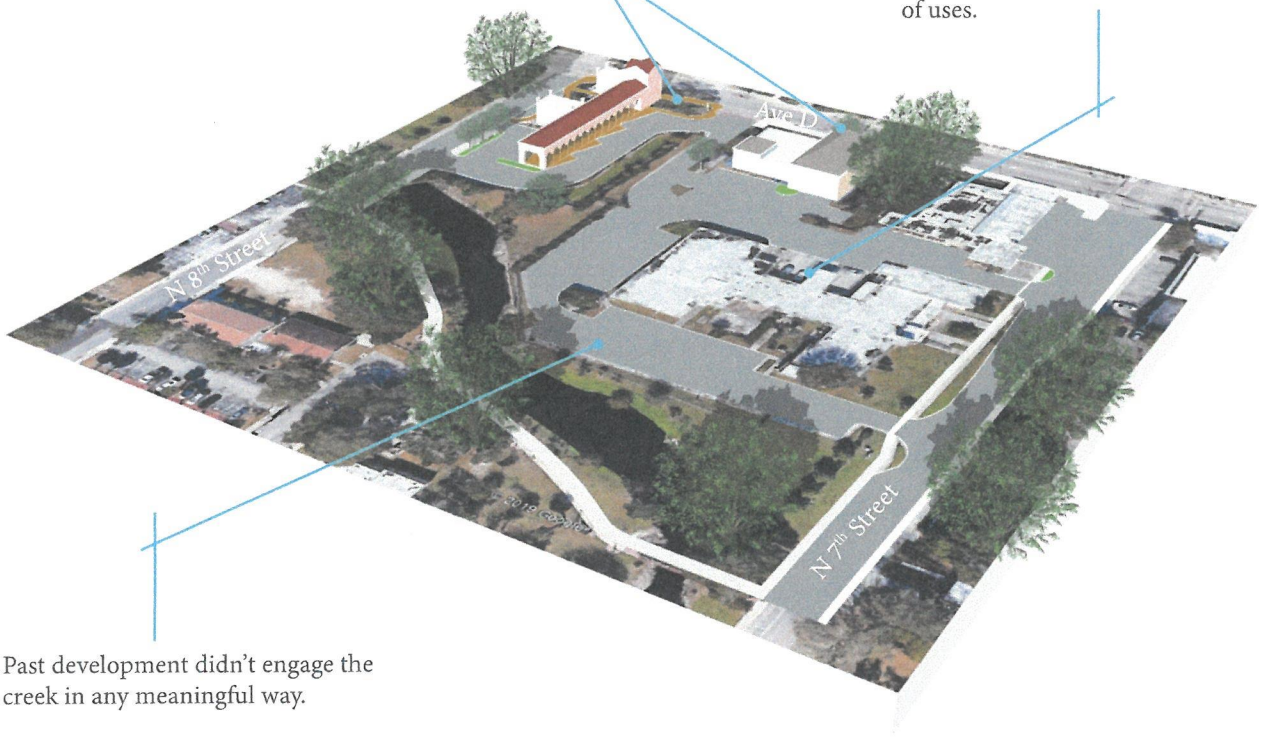
Capitalizing on the existing green corridor, the residences are oriented to highlight views towards Moore's Creek and the downtown area. Large parking lots have been diminished and landscaping helps to break the 'heat island' up into smaller, more manageable spaces.

Additional retail and commercial structures are proposed immediately adjacent Avenue D. Here, a Multi-Modal central station is finally afforded a population for its use, and commercial opportunities to further the reach of a major retail thoroughfare.

EXISTING

Varied setbacks, need to engage street better.

Expansive vacant lot would allow for numerous different land uses, or a mix of uses.



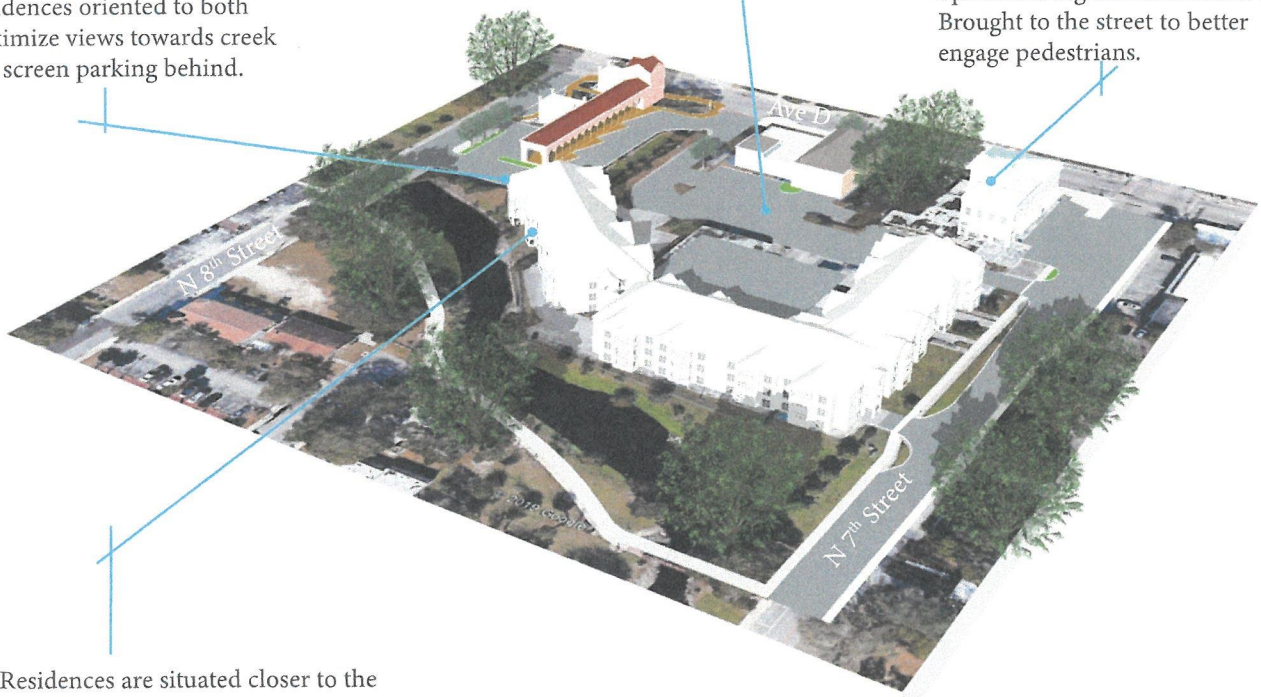
Past development didn't engage the creek in any meaningful way.

PROPOSED

New parking maintains access to fire station while better defining parking use areas.

Residences oriented to both maximize views towards creek and screen parking behind.

Mixed use development allowing for upstairs living and downstairs retail. Brought to the street to better engage pedestrians.



Residences are situated closer to the street to diminish deeper setbacks and better engage the street.

City Commission Regular Meeting **11. e.**

Meeting Date: 02/03/2025

Re: Tiki Taxi Contract

Submitted For: Dean Kubitschek, Director of Marina, Marina

SUBJECT:

Approval of a contract with Tiki Taxi & Cruises to provide pickup and drop off services at the City Marina for taxi services on the Fort Pierce Waterways.

SUMMARY:

Requesting Approval for the Tiki Taxi Contract. The City Marina will be a pickup and drop off location for the public. The Tiki Taxi will be operating within the Fort Pierce Waterways providing entertainment and transportation within the City.

RECOMMENDATION:

The City Marina is requesting the approval of the Tiki Taxi Contract.

ALTERNATIVES:

Alternative is non approval of contract.

RESPONSIBLE STAFF:

Dean Kubitschek

Kyle Kauffmann

COORDINATED WITH:

City Attorney and Risk Management

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Tiki Taxi Contract Memo

Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/16/2025 04:57 PM

Form Started By: Dean Kubitschek Started On: 01/16/2025 11:33 AM

Final Approval Date: 01/16/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Dean Kubitschek, Director of Marina

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Tiki Taxi Agreement

CAO RLS FILE: 24-400

DATE: October 25, 2024

I have reviewed the above Request for Legal Services related to allowing Tiki Taxi to utilize the City Marina to temporarily dock in order to pick up and drop off passengers. A Marina Use Agreement ("Agreement") was drafted using the long-term dockage license agreement as a template. Please review it carefully to ensure it captures all aspects of your intended agreement with Tiki Taxi. If there are any changes you desire to the language of the Agreement, let me know. Risk Management has reviewed this Agreement and added the necessary insurance requirements. If there are any questions related to insurance, you should contact the Risk Management Department.

You will note this Agreement has been placed in the City's name, based on the type of Agreement that it is. The Agreement will need to be placed on a City Commission Agenda for approval.
The Agreement has been uploaded to Agenda Quick and is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

CITY OF FORT PIERCE AND TIKI TAXI
MARINA USE AGREEMENT

This Agreement, entered into this 3rd day of February, 2025 by and between Tiki Taxi & Cruises, whose address is 715 NW Flagler Avenue, Suite 403, Stuart, Florida 34994 ("Tiki Taxi") and the City of Fort Pierce, a Florida municipal corporation, located at 100 North US Highway 1, Fort Pierce, FL 34950 (the "City"), collectively, the "Parties".

1. Term: The term of this Agreement shall begin upon the date first written above and continue for one (1) year from the effective date above. The Parties may enter into an unlimited number of one (1) year renewals hereafter. Either party may terminate this Agreement, for any reason, by giving the other party fourteen (14) days' written notice.

2. Use of City Marina: Tiki Taxi is authorized to use a boat slip for the pickup and drop-off of passengers in operation of their services within the City of Fort Pierce's City Marina ("Marina"). Usage of a boat slip shall be upon availability and with the following requirements:

    a. The Marina Manager/Director or other agent of the Marina will inform the Tiki Taxi of what slip is available for use or dockage.

    b. Available slips in the Marina shall be used and occupied by Tiki Taxi only for the mooring of its Boat in connection with the purpose of pickup and drop-off of its passengers, AND NO OTHER PURPOSE.

    c. The Boat shall not remain docked overnight or otherwise beyond the time it reasonably takes to pick up or drop off passengers.

    d. Tiki Taxi agrees to immediately moves its Boat upon the direction of any Marina staff.

    e. Tiki Taxi will follow all directions given by Marina staff while utilizing the Marina and/or its boat slip(s).

    f. This Agreement confers no leasehold interest.

    g. The Marina reserves the right to move the Boat or deny dockage for normal Marina operations, lack of availability, repairs, or special events.

3. Fees: A $ TBD fee is due upon signing this Agreement and then upon the first (1st) day of each month. Failure to pay the fee will result in access to the Marina slips being revoked and termination of this Agreement. All charges are subject to State and federal taxes.

4. Laws, Rules and Regulations: Tiki Taxi shall comply with all Marina rules and regulations. The Marina may change, amend, or add to the Marina rules by posting or otherwise notifying Tiki Taxi of the change. In using the Marina, Tiki Taxi shall comply with all applicable laws,

ordinances, resolutions, rules, and regulations of federal, state, and local entities, including the ordinances and resolutions of the City. Tiki Taxi shall abide by these laws, rules, and regulations on Marina property, and within the boundaries of the City and its waterways. Tiki Taxi shall maintain current documentation of its Boat throughout the term of this Agreement. Failure to follow all abovementioned laws, rules, and regulations will result in the immediate termination of this Agreement.

5. Proof of Licensing: Upon execution of this Agreement and prior to being operation within the Marina, Tiki Taxi shall provide proof of the Boat licensure, licenses for anyone captaining the Boat, alcohol/liquor licensure, and any other applicable licenses for the Boat's activities. Upon the renewal of this Agreement, or whenever a license is renewed, proof of the renewed license must be provided to the City within five (5) days. Tiki Taxi shall maintain all required licenses at all times. Upon revocation, suspension, or removal of a required license, Tiki Taxi shall notify the City immediately and cease all operations in the Marina until such license issue is resolved to the satisfaction of the City. Failure to maintain all required licenses will result in the immediate termination of this Agreement.

6. Alcohol Consumption: Tiki Taxi shall abide by all federal, state, and local laws, rules, and regulations regarding the consumption of alcohol. All permits and licenses required for the sale and/or consumption of alcohol must be obtained and copies provided to the City. Tiki Taxi shall not overserve any passengers or customers or allow any passengers or customers to consume alcohol to excess. Tiki Taxi shall ensure all passengers and customers conduct themselves in a reasonable manner so as not to jeopardize the peace, quiet, or enjoyment of others or to jeopardize the health, safety, or welfare of any persons or property. Tiki Taxi shall be responsible for all acts and omissions of their passengers and customers while utilizing their services, to include their acts and omissions while on City property and within the Marina.

7. Insurance:
    a. Commercial General Liability Insurance: Tiki Taxi shall at all times during the term of this Agreement maintain with an insurance company acceptable to the City, a public liability policy with limits of not less than $1,000,000, naming the Marina and the City of Fort Pierce as additional insureds. The Boat Owner shall provide the Marina with a copy of the insurance policy evidencing coverage upon execution of this Agreement. No later than thirty (30) days prior to the expiration of a policy, the Boat Owner shall provide the Marina a copy of any insurance renewal documentation. All policies shall provide thirty (30) days advance notice by the insurance company to the Marina of any amendment or cancellation. Additionally, any contractors employed by the Boat Owner shall register at the Marina office prior to beginning work and provide proof of insurance naming the Marina and City of Fort Pierce as additional insureds, with a limit of not less than $500,000.

    b. Workers' Compensation Insurance & Employer's Liability: Tiki Taxi shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time

to time. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. If Tiki Taxi qualifies its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

c. Marine Liability Insurance: Lessee shall provide Protection and Indemnity Insurance written on an occurrence basis, including third party liability, Crew Liability, Commercial Passenger Liability and USL & HW, for a limit of no less than one million and 00/100 dollars ($1,000,000.00) per occurrence, combined single limits for bodily injury, illness and property damage.

d. Waiver of Subrogation: By entering into this Agreement, Tiki Taxi agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Tiki Taxi shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

8. Care of Slip: Tiki Taxi shall maintain any slip in use by the Boat in a clean and sanitary condition at all times. Tiki Taxi shall keep all docks adjacent to the slip clean and passable. Tiki Taxi shall not alter the slips, dock areas, or utilities services. Tiki Taxi shall not install or place any personal property, dinghies, small boats, equipment, boxes, or lockers of any type on a slip without the permission of the Marina. Tiki Taxi shall maintain the Boat in a safe and presentable condition.

9. Access to Boat: The Marina shall have the right to board the Boat when moored at the slip to determine compliance with the terms of this Agreement. Upon request, Tiki Taxi agrees to deposit with the Marina Manager/Director any keys which allow access to the Boat. Said keys shall be utilized by the Marina staff only in the event of an emergency or as otherwise directed by Tiki Taxi.

10. No Warranties: The City makes no warranties, express or implied, as to the condition of the slips or the Marina (including floats, walkways, gangways, ramps, gear, and related items) or as to the suitability of the slips and the Marina for Tiki Taxi's intended purposes. Tiki Taxi acknowledges that Tiki Taxi had an opportunity to inspect the Marina and its slips prior to execution of this Agreement and agrees to accept the Marina and its slips in their current condition.

11. Emergencies, Hurricanes, or Other Acts of God: Within four (4) hours of a tropical storm or hurricane watch for St. Lucie County and/or Indian River County, Florida, the Boat must be promptly removed from the Marina and will not be permitted back into the Marina until such time as the Marina Manager/Director deems it safe. Failure to remove the Boat within four (4) hours of said warning will result in the Marina and its employees or agents removing the

Boat from its slip, or taking any other reasonable actions deemed appropriate by the Marina to secure the Boat and protect the Marina's property, private property, or the environment. The Marina may charge a fee to the Tiki Taxi for any such actions taken. TIKI TAXI HEREBY WAIVES ANY CLAIMS OF DAMAGE AS A RESULT OF THE MARINA MOVING THE BOAT PURSUANT TO THIS PARAGRAPH.

12. Cumulative Remedies, No Waiver: The City's rights and remedies herein are cumulative in nature, and pursuit of any remedy shall not be deemed a waiver of any other legal remedies available. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any subsequent breach.

13. Assumption of Risk and Disclaimer of Liability: The Marina and its slips are to be used at the sole risk of the Tiki Taxi and the Boat. Tiki Taxi assumes the risk of use of the slips for its employees, agents, passengers, and customers. Tiki Taxi, its employees, agents, passengers, and customers, hereby release the City from any and all liability against the City. Tiki Taxi agrees that all passengers and customers of the Tiki Taxi within the Marina shall sign a waiver of liability in favor of the City.

14. Hold Harmless and Indemnification: Tiki Taxi agrees to indemnify and hold harmless the City, its officials, officers, agents, employees, and representatives from and against any and all claims, suits, actions, damages, liability, penalties, court costs, judgments, damages, losses, or expenses (including attorney's fees) for the loss, death, damage, or injury to any person or property, including the Boat, arising out of or in connection to Tiki Taxi's operation within the Marina, to include injury or death to any Tiki Taxi employee, agent, passenger, or customer while on the Boat or on City property to

15. Responsibility for Environmental Damage: Tiki Taxi shall be responsible for any environmental damage caused by Tiki Taxi, the Boat, or Tiki Taxi's employees, agents, passengers, or customers. Tiki Taxi shall comply with all environmental laws, rules, and regulations. Tiki Taxi shall pay the City for all expenses or liability incurred by the City due to the failure of Tiki Taxi, its employees, agents, passengers, or customers to comply with said laws, rules, and regulations.

16. Conduct: Any conduct at the Marina by Tiki Taxi or its employees, agents, passengers, or customers that might disturb or cause harm to any person, damage property, or harm the environment or reputation of the City is considered a nuisance and shall, at the sole option of the City, be cause for immediate termination of this Agreement. Such conduct includes, but is not limited to intoxication, illegal drug use, or any crime or infraction committed by Tiki Taxi or its employees, agents, passengers, or customers. A nuisance is presumed if the Marina staff requires the assistance of law enforcement or if one or more users of the Marina files a written complaint concerning disruptive behavior of Tiki Taxi or its employees, agents, passengers, or customers.

17. Security Service: The Boat Owner acknowledges the security service provided by the Marina is a courtesy only. The Marina bears no responsibility nor liability in the event that the Tiki

Taxi or the Boat's security is breached. Tiki Taxi acknowledges and agrees it is responsible for all security for its Boat.

1. Notices and Addresses: All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1
Fort Pierce, FL 34950

City Marina
c/o Marina Manager/Director
100 North US Highway 1
Fort Pierce, FL 34950

TIKI TAXI:
Gene Kuyrkendall
715 NW Flagler Ave STE 403
Stuart, FL 34994

Either party may change the above-listed address at which it receives written notices by so notifying the other Party in writing. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, or (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

18. Credit Application: If the City requests the Boat Owner complete a credit application, then this Agreement is subject to the credit application being completed by the Boat Owner and the Marina approving said credit application. If the Boat Owner fails to meet the Marina's credit requirements, this Agreement may be terminated by the Marina.

19. Sovereign Immunity: Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

20. Transfers and Assignments: This Agreement and Tiki Taxi's rights hereunder are not assignable. Any attempt to assign or sublet this Agreement is void and entitles the City to immediately terminate this Agreement.

21. Joint and Several Liability: The obligations of the Boat and each person executing this Agreement as Tiki Taxi are joint and several, and any act or signature of, or notice or refund to any one with respect to this Agreement shall be fully binding upon each of them.

22. Attorney's Fees: If either party defaults under this Agreement, the other party shall be entitled to recover any costs incurred, including attorney's fees, in enforcing or protecting its rights, whether or not suit is filed.

23. Choice of Law and Venue: This Agreement shall be governed by the laws of Florida. Venue for any actions resulting from the Agreement shall be the state or federal courts of St. Lucie County, Florida.

24. Waiver of Jury Trial: EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT. EACH PARTY AGREES TO RESOLVE ANY LITIGATION THROUGH MEDIATION.

25. Severability: If any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions, and this Agreement shall be construed as if such provision had never been contained in this Agreement.

26. Lien on Boat: The City shall have a lien upon the Boat for all unpaid sums due to the City and for any damage caused or contributed to by the Boat or Tiki Taxi to City property. The City shall enforce such lien by any and all remedies available under state and federal law. tiki Taxi agrees to pay all legal fees and costs incurred by the City in such enforcement. The City shall have the right to move the delinquent Boat to accommodate other boats.

27. Entire Agreement: This Agreement is the entire agreement between the Parties and supersedes all prior agreements. No modifications or amendments to this Agreement are valid unless in writing and signed by the City and Tiki Taxi.

28. Marina Rules and Regulations: Tiki Taxi acknowledges it has received a copy of the Marina rules and regulations, and has agreed to abide by said rules and regulations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date:

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

WITNESSES:

By: Kyle Kauffman
Name: Kyle Kauffman
Address: 2915 South Indian River Drive Fort Pierce FL 34982

By: H Dean Rubitschek
Name: H Dean Rubitschek
Address: 5368 Vespra Street Fort Pierce, Fla

TIKI TAXI:

Name: Gene Kuyr Kendall
Title: Owner
Date: 2/3/2025

City Commission Regular Meeting **11. f.**

Meeting Date: 02/03/2025

Re: Agreement between IRSC and Fort Pierce Police Department for substation space

Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

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SUBJECT:

Approval of Agreement between Indian River State College and the Fort Pierce Police Department establishing a police substation on the Massey Campus.

SUMMARY:

Indian River State College (I.R.S.C.) has agreed to provide office space for the Fort Pierce Police Department to establish a police substation on its Massey Campus. Indian River State College currently provides one office for the Fort Pierce Police Officer assigned to the campus. The new space is being provided for use by our Community Policing Bureau personnel. It will assist with delivering improved patrol response to the southwest corridor of Fort Pierce, including Indian River State College. This space is being provided at no cost.

The City Attorney's Office drafted and approved a written agreement to memorialize the Police Department's use of the office space with consideration given to the indemnification of the City and Police Department. The agreement, between I.R.S.C. and the Fort Pierce Police Department has been signed by I.R.S.C. representatives and Chief Diane Hobley-Burney. The agreement now requires the Mayor's signature and the City Clerk's signature.

RECOMMENDATION:

Approve for signature.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Robert Ridle, Deputy Chief

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

Account: N/A
Amount: N/A
FISCAL IMPACT:
There is no cost to the City for use of the office space.

Attachments

Agreement for Signature
Legal Approval Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/24/2025 04:44 PM
City Manager	Linda Cox	01/25/2025 12:11 PM
Form Started By: Robert Ridle		Started On: 01/22/2025 03:29 PM
Final Approval Date: 01/25/2025		

Agreement for Police Department Substation
Between Indian River State College and Fort Pierce Police Department

This Agreement for a Police Department Substation is hereby entered into this ____ day of _____, 20___, by and between INDIAN RIVER STATE COLLEGE (hereinafter "IRSC") and the CITY OF FORT PIERCE, FL (hereinafter the "City"), a Florida municipal corporation, on behalf of the FORT PIERCE POLICE DEPARTMENT (hereinafter "FPPD") for the creation of a FPPD substation on the IRSC Massey Campus, located at 3209 Virginia Ave, Fort Pierce, FL 34981, Fort Pierce, Florida, 34981.

Section 1. Purpose: The intent of this Agreement is to provide a space for FPPD to maintain personnel, equipment, and other resources needed in their law enforcement capacity for quick response to emergencies and security on or in the vicinity of the IRSC Massey Campus.

Section 2. Responsibilities:

a. IRSC shall provide to FPPD an office space to use as a substation on the IRSC Massey Campus free of charge, to include four offices. IRSC will furnish and provide utilities for the substation.

b. FPPD shall maintain a substation in the office space provided by IRSC, and otherwise operate in its jurisdiction and capacity as law enforcement for the City of Fort Pierce. FPPD will supply its own electronic and paper supplies in the substation. Any FPPD personnel operating out of the substation will be compensated by FPPD.

Section 3. Modification and Amendment: This Agreement may be modified or amended only in writing by mutual agreement of the parties.

Section 4. Indemnification: Each party shall assume the responsibility and liability for acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each party to this Agreement shall be liable (if at all) only for the acts or omissions of its own employees, deputies, officers, or agents that occur within the scope of their official duties. Nothing herein shall be construed to be a waiver of or to increase the limits of either party's sovereign immunity pursuant to section 768.28, Florida Statutes.

Section 5. Jurisdiction and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that any legal action, claim, or dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in St. Lucie County, Florida. The parties hereby consent to the venue and jurisdiction of the courts located in St. Lucie County, Florida, for the resolution of any disputes under this Agreement.

Section 6. Termination: Either party may unilaterally terminate this Agreement upon thirty (30) days written notice to the other party.

Section 7. Notices: All notices required under this Agreement must be in writing and delivered by certified mail, return receipt requested, by a reputable overnight courier service or USPS, or by personal hand delivery, to the below address:

AS TO IRSC:

Salvatore Cardella, Chief of
Campus Safety
3209 Virginia Ave
Fort Pierce, FL 34981

WITH COPIES TO:

Tony Quinn, Assoc. VP of Capital
Planning, Projects & Facilities
3209 Virginia Ave
Fort Pierce, FL 34981

_____
_____
_____

AS TO CITY AND FPPD:

City Manager
100 N. US Highway 1,
Fort Pierce, FL 34950

Chief of Police
Fort Pierce Police Department
920 S US Highway 1,
Fort Pierce, FL 34950

WITH COPIES TO:
City Attorney
100 N. US Highway 1,
Fort Pierce, FL 34950

Deputy Chief of Police
Robert Ridle
920 S US Highway 1,
Fort Pierce, FL 34950

Any party may change the above notice addresses and individuals with proper notice to the other party.

Section 8. Severability Clause: If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

Section 9. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties as of the date first written above.

AS TO IRSC:

BY: _____ DATE: 11 Dec 24
Dr. Timothy Moore
President of Indian River State College

AS TO THE CITY OF FORT PIERCE:

BY: _____ DATE: _____
Linda Hudson, Mayor

ATTEST:

BY: _____
City Clerk

(seal)

AS TO THE FORT PIERCE POLICE DEPARTMENT:

BY: _____ DATE: 1-14-25
Diane Hobley-Burney, Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Deputy Chief Robert Ridley, Police Department

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: MOU IRSC Office Space Use

CAO RLS FILE: 24-435

DATE: November 22, 2024

In response to the above Request for Legal Service (RLS), an Agreement between Indian River State College (IRSC) and the Police Department was drafted and is uploaded for review. Please be aware that the attached Agreement is to take the place of the proposed Memorandum of Understanding provided by IRSC.

If edits to this Agreement are proposed by IRSC or your department, please forward back to this Office for additional review. IRSC will need to fill in the appropriate individuals and addresses in Section 7.

The Agreement as prepared is approved as to form and correctness. This Agreement will need to be signed by IRSC and the Chief of Police before placing on a City Commission Agenda for City Commission approval and the Mayor's signature.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Regular Meeting **11. g.**

Meeting Date: 02/03/2025

Re: Purchase approval for CentralSquare Technologies, Annual Software Maintenance Renewal

Submitted For: Devoshay Johnson, Director of Administrative Services, Administrative Services

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SUBJECT:

Approval of expenditure to CentralSquare Technologies for the annual software maintenance renewal in the amount not to exceed $139,703.34.

SUMMARY:

This is for the renewal of current provided support and maintenance services from CentralSquare Technologies for our Enterprise Resource Planning (ERP) legacy system provided by the same vendor.

Central Square Technologies, is a single source vendor currently providing services to the City of Fort Pierce. Based on this information, the Purchasing Manager recommends waiving competitive procurement and classifying the annual renewal as a "Single Source" commodity.

RECOMMENDATION:

The recommendation is to approve the purchase for CentralSquare Technologies., Lake Mary, FL for the annual maintenance renewal in the amount not to exceed $139,703.34

ALTERNATIVES:

Do not approve purchase.

RESPONSIBLE STAFF:

Devoshay Johnson - Deputy City Manager

COORDINATED WITH:

n/a

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 4202902-546750
Amount: 13871.85
FISCAL IMPACT:
Maintenance Coverage 2/1/25-1/31/26

Budgeted Y/N: Y

Fiscal Year: 2025
Account: 4014100-546750
Amount: 5470.09
FISCAL IMPACT:
Maintenance Coverage 2/1/25-1/31/26

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 4054500-546750
Amount: 671.94
FISCAL IMPACT:
Maintenance Coverage 2/1/25-1/31/26

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 1039000-546750
Amount: 3311.61
FISCAL IMPACT:
Maintenance Coverage 2/1/25-1/31/26

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 0012500-546750
Amount: 116107.85
FISCAL IMPACT:
Maintenance Coverage 2/1/25-1/31/26

Attachments

CentralSquare Annual Renewal Quote

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/24/2025 04:44 PM
City Manager	Linda Cox	01/25/2025 12:10 PM
Form Started By: Leticia Cruz		Started On: 01/16/2025 09:52 AM
Final Approval Date: 01/25/2025		

CENTRALSQUARE

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Renewal Order #: Q-196418
Start Date: February 1, 2025
End Date: January 31, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
DeVoshay Johnson, IT Director
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34950
772-467-3135

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	AnalyticsNOW Cloud Annual Access Fee	1	9,973.78 USD
2.	NaviLine Accounts Receivable-Annual Maintenance Fee	1	5,740.09 USD
3.	NaviLine BP Voice Response Interface-Generic Annual Maintenance Fee	1	2,851.98 USD
4.	NaviLine Building Permits Annual Maintenance Fee	1	9,589.21 USD
5.	NaviLine Business Licenses Annual Maintenance Fee	1	5,855.25 USD
6.	NaviLine Cash Receipts-Annual Maintenance Fee	1	3,685.96 USD
7.	NaviLine Click2Gov3 Applicants	1	1,430.66 USD
8.	NaviLine Click2Gov3 Building Permits	1	1,430.66 USD
9.	NaviLine Click2Gov3 Business Licenses	1	1,430.66 USD
10.	NaviLine Click2Gov3 Core	1	4,522.41 USD
11.	NaviLine Click2Gov3 Employee Self Service	1	1,430.66 USD
12.	NaviLine Click2Gov3 Employee Self Service Annual Access Fee	1	4,038.57 USD
13.	NaviLine Code Enforcement Annual Maintenance Fee	1	8,466.13 USD
14.	NaviLine Document Management Services Annual Maintenance Fee	1	1,948.57 USD
15.	NaviLine Fixed Assets-Annual Maintenance Fee	1	3,781.94 USD
16.	NaviLine Fleet Management-Annual Maintenance Fee	1	11,115.42 USD
17.	NaviLine GMBA w/Extended Reporting Annual Maintenance Fee	1	15,885.97 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

18.	NaviLine Human Resources Annual Maintenance Fee	1	5,605.73 USD
19.	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee	1	6,066.46 USD
20.	NaviLine Loans Processing Annual Maintenance Fee	1	3,311.61 USD
21.	NaviLine P-Card Annual Maintenance Fee	1	2,956.42 USD
22.	NaviLine Payroll/Personnel-Annual Maintenance Fee	1	9,589.21 USD
23.	NaviLine Planning & Engineering Annual Maintenance Fee	1	7,515.85 USD
24.	NaviLine Purchasing/Inventory-Annual Maintenance Fee	1	9,502.79 USD
25.	NaviLine RecTrac Interface to CR Annual Maintenance Fee	1	671.94 USD
26.	NaviLine Special Assessments Annual Maintenance Fee	1	1,305.41 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	NaviLine Click2Gov3 Core Cloud Setup Fee	0.00 USD

Renewal Order Total: 139,703.34 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

City Commission Regular Meeting **12. a.**

Meeting Date: 02/03/2025

Re: Annexation - 3302 Avenue B - Parcel ID: 2408-506-0002-000-5

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-002 - Review and approval of Voluntary Annexation by owner Frances Casner, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 3302 Avenue B. The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R-3). Parcel ID: 2408-506-0002-000-5. SECOND READING

SUMMARY:

Project #: PZANN2024-00002
A voluntary application for annexation was submitted by applicant Frances Casner, property owner. The request is to annex Parcel ID: 2408-506-0002-000-5, located at 3302 Avenue B. The subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning classification of Commercial, General (CG). The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R-3).

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the assoicated Future Land Use designation RL and the Zoning classification R-3.

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend with disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-002
Staff Presentation
Staff Report
Staff Supporting Documents
Applicant File
Public Notice
Legal Memo
Proof of Publication

Form Review

Form Started By: Tina Rel
Started On: 01/22/2025 10:52 AM
Final Approval Date: 01/22/2025

ORDINANCE NO. 25-002

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCELS AT OR NEAR 3302 AVENUE B** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING CLASSIFICATION; ESTABLISHING LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the property is contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the estimated population of the annexation is two (2); and

WHEREAS, the owner(s) have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 9th, 2024, meeting voted 5 to 5 recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator’s Office on December 16, 2024, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on December 16, 2024, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and the following property is hereby annexed into the City:

a) Parcel ID: 2408-506-0002-000-5

LEGAL DESCRIPTION:

REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART O FLOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Containing 0.30 acres (more or less)

Said property containing approximately 0.30 acres and being generally located at or near 3302 Avenue B, Fort Pierce, FL.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2025, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single Family Moderate Density Residential (R-3) and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All Ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
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. **24-042** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, January 5, 2025 and Sunday, January 19, 2025; 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 January 21, 2025; and was duly introduced, read by title only, and passed on second and final reading February 3, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this **XX** day of ____ 2024.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

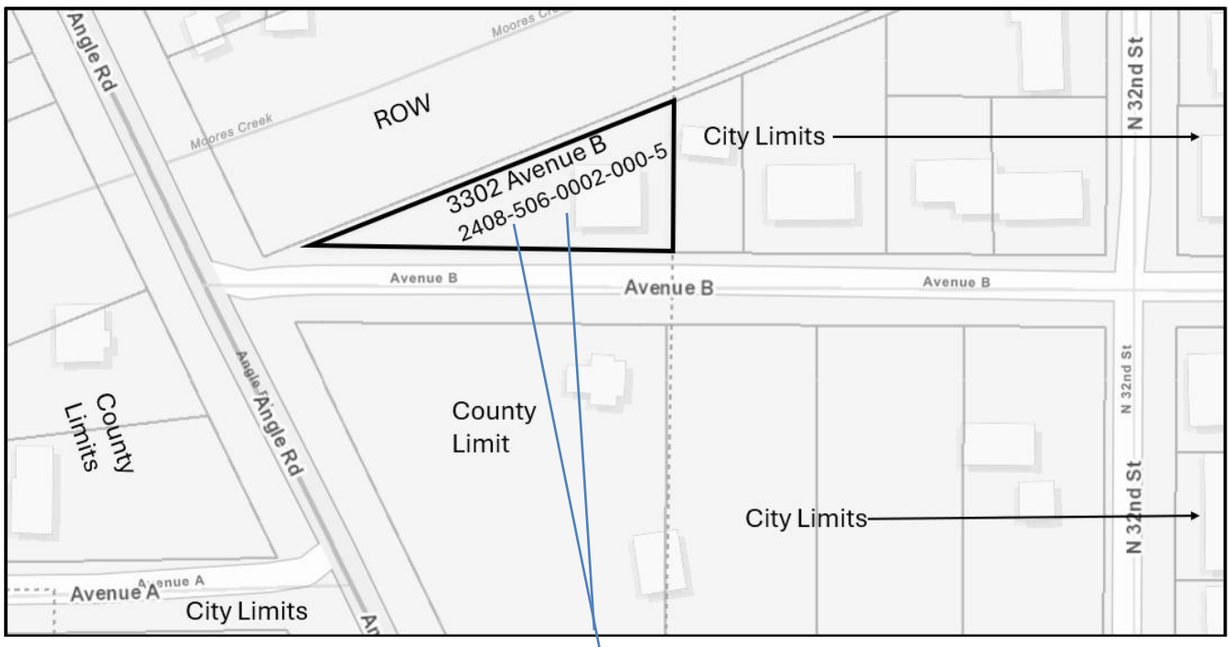


PARCEL: 3302 Avenue B

REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART O FLOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Said property containing 0.30 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **SINGLE-FAMILY MODERATE DENSITY (R-3)** AND LAND USE DESIGNATION OF **RESIDENTIAL LOW DENSITY (RL)**

CITY OF FORT PIERCE

CITY COMMISSION

January 21st, 2025

Annexation

3302 Avenue B

Parcel ID: 2408-506-0002-000-5

APPLICANT

Frances Casner

PROPERTY OWNER(S)

Frances Casner

PARCEL IDs:
2408-506-0002-000-5

SUMMARY

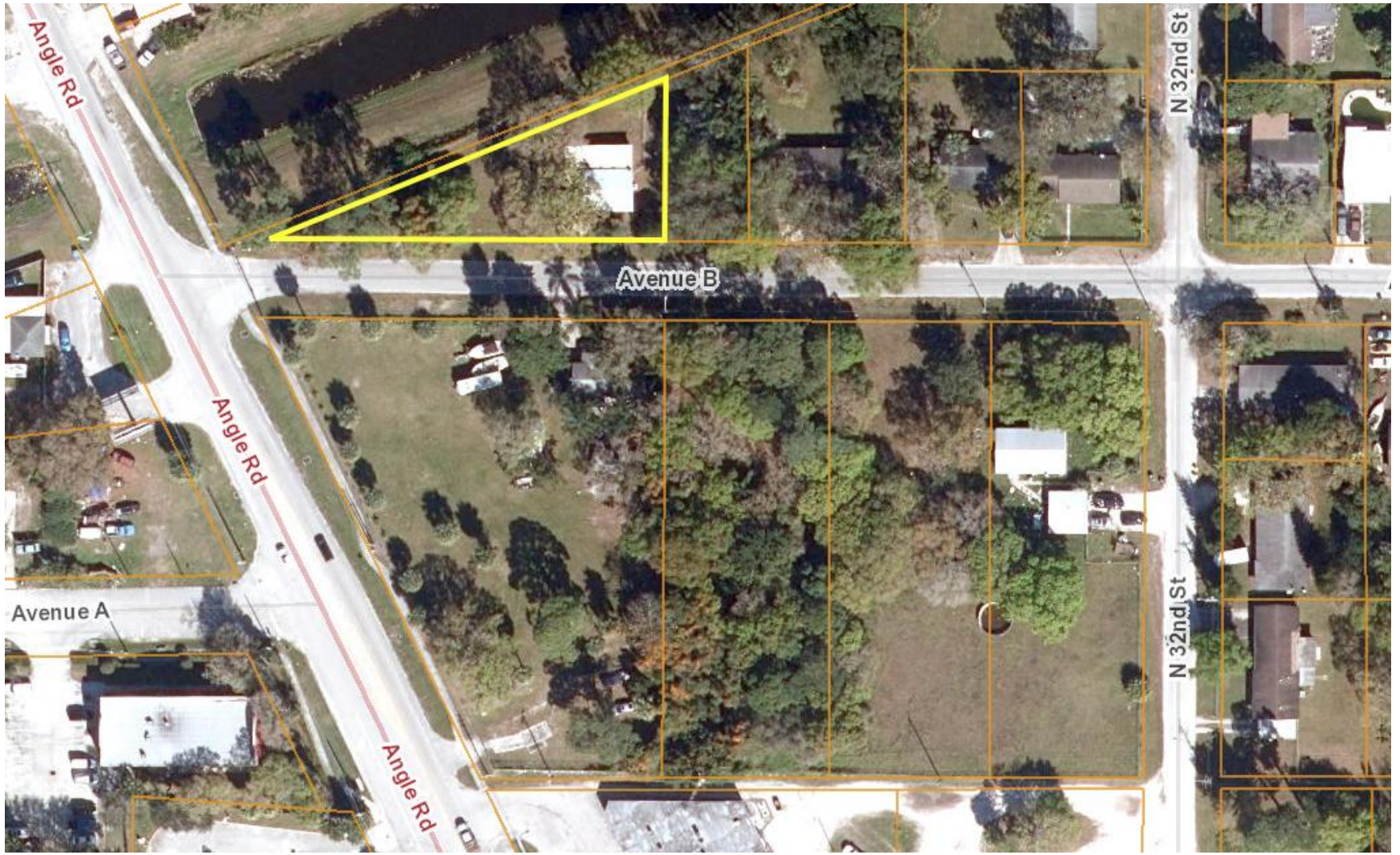
Request to review a Voluntary Application for Annexation for one (1) parcel of land at 3302 Avenue B.

BACKGROUND

The applicant is requesting a voluntary annexation of one (1) parcel at 3302 Avenue B., in Fort Pierce, Florida. The parcel IDs are 2408-506-0002-000-5.

The subject property has St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning classification of Commercial, General (CG). The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R-3).

SITE LOCATION



SITE AREA= 0.30 +/- Acres

3302 Avenue B. ANNEXATION

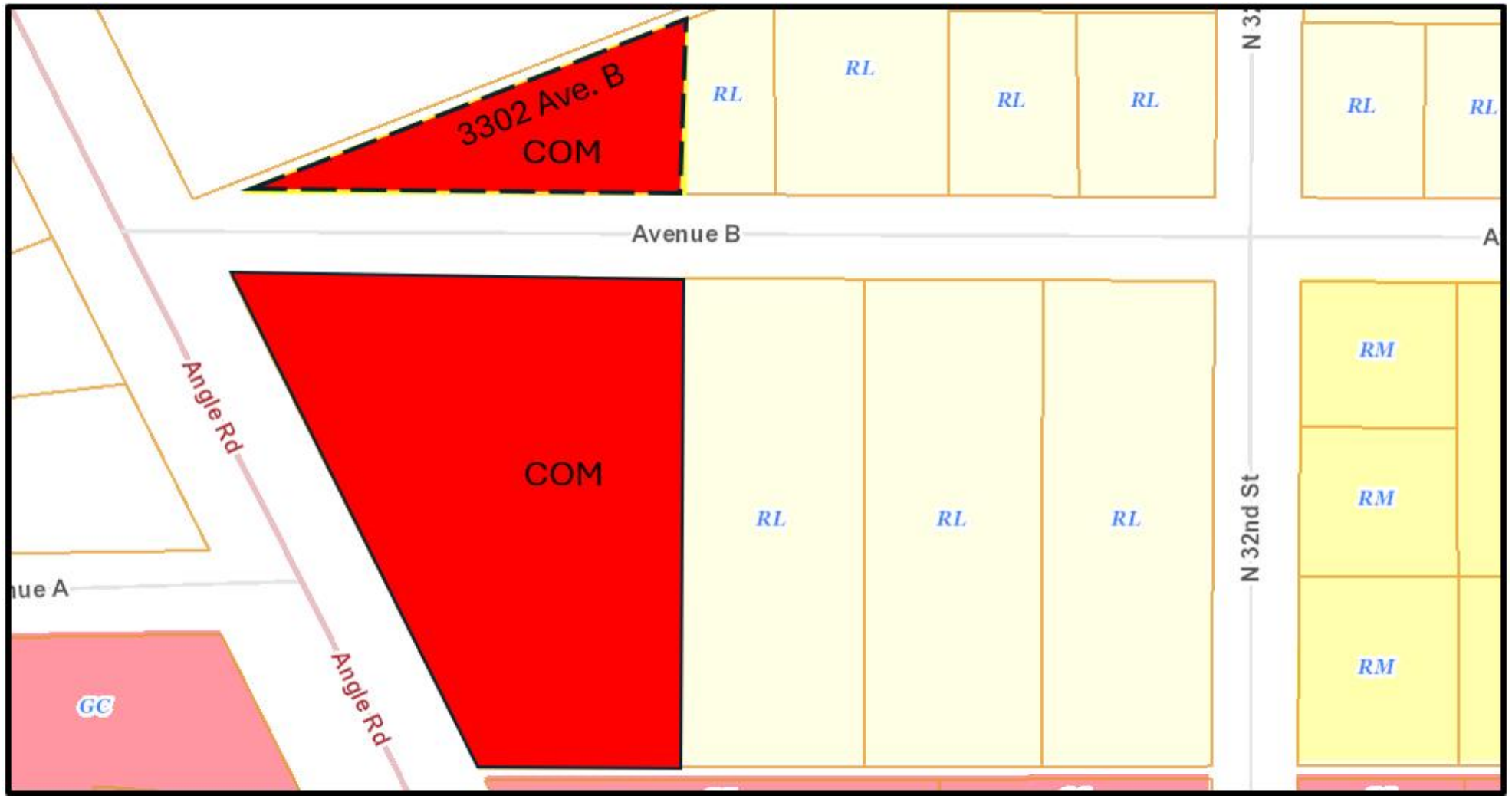
COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

The current value of the property is $58,266. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000.

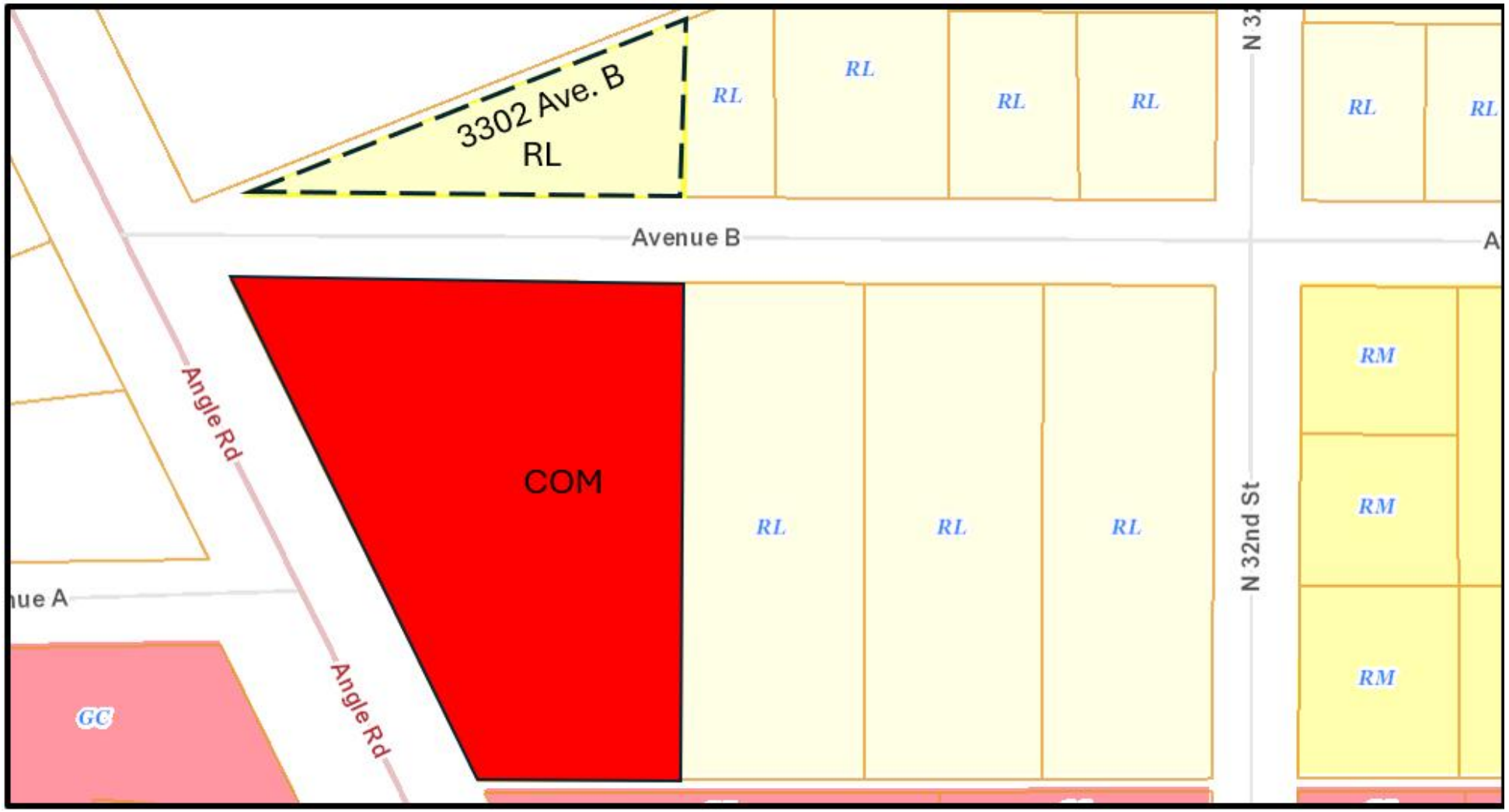
EXISTING FUTURE LAND USE: County

Current FLU: COM Commercial– (St. Lucie County)



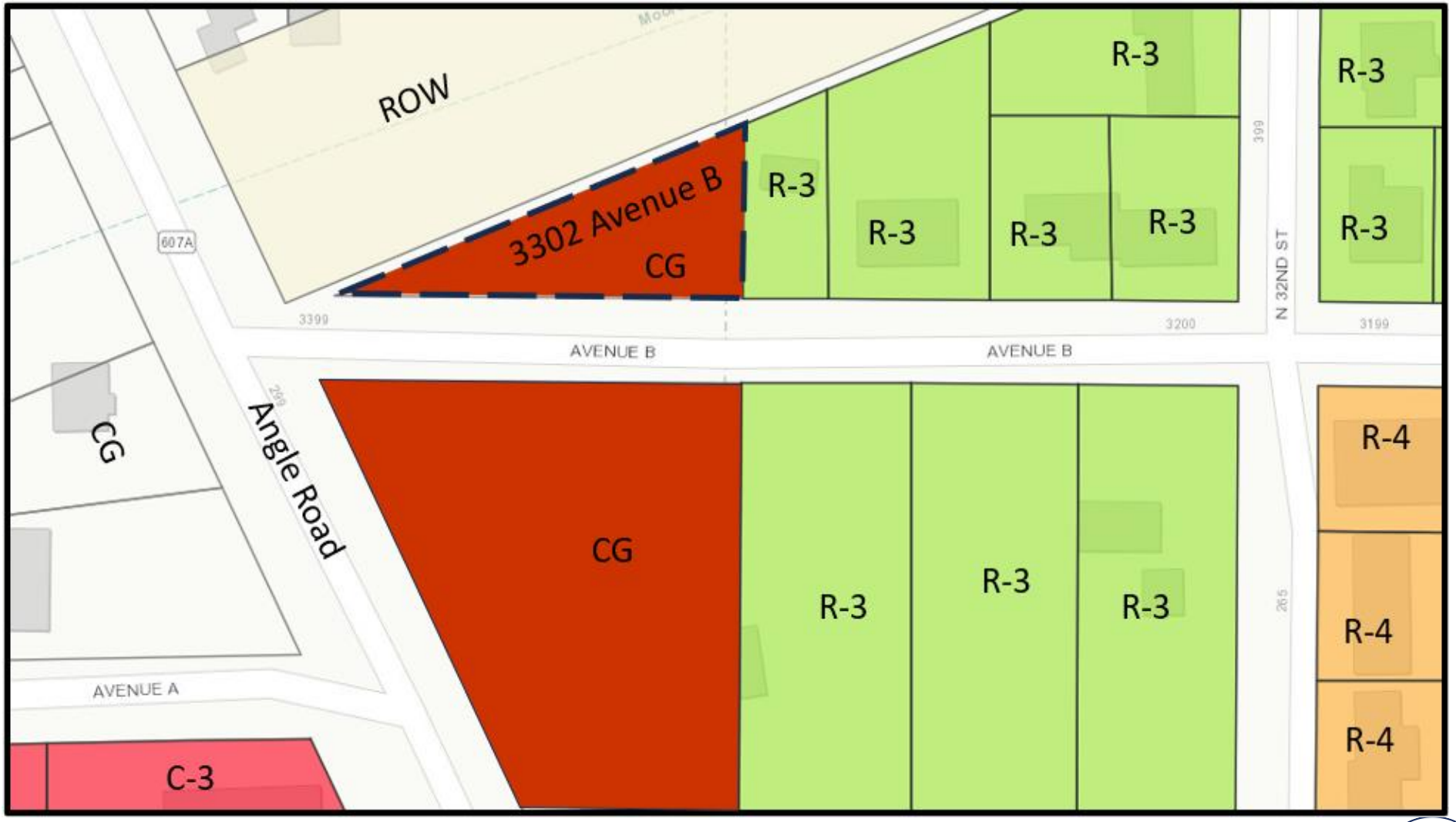
PROPOSED FUTURE LAND USE: City

Proposed FLU: RL (Residential Low Density–City of Fort Pierce)



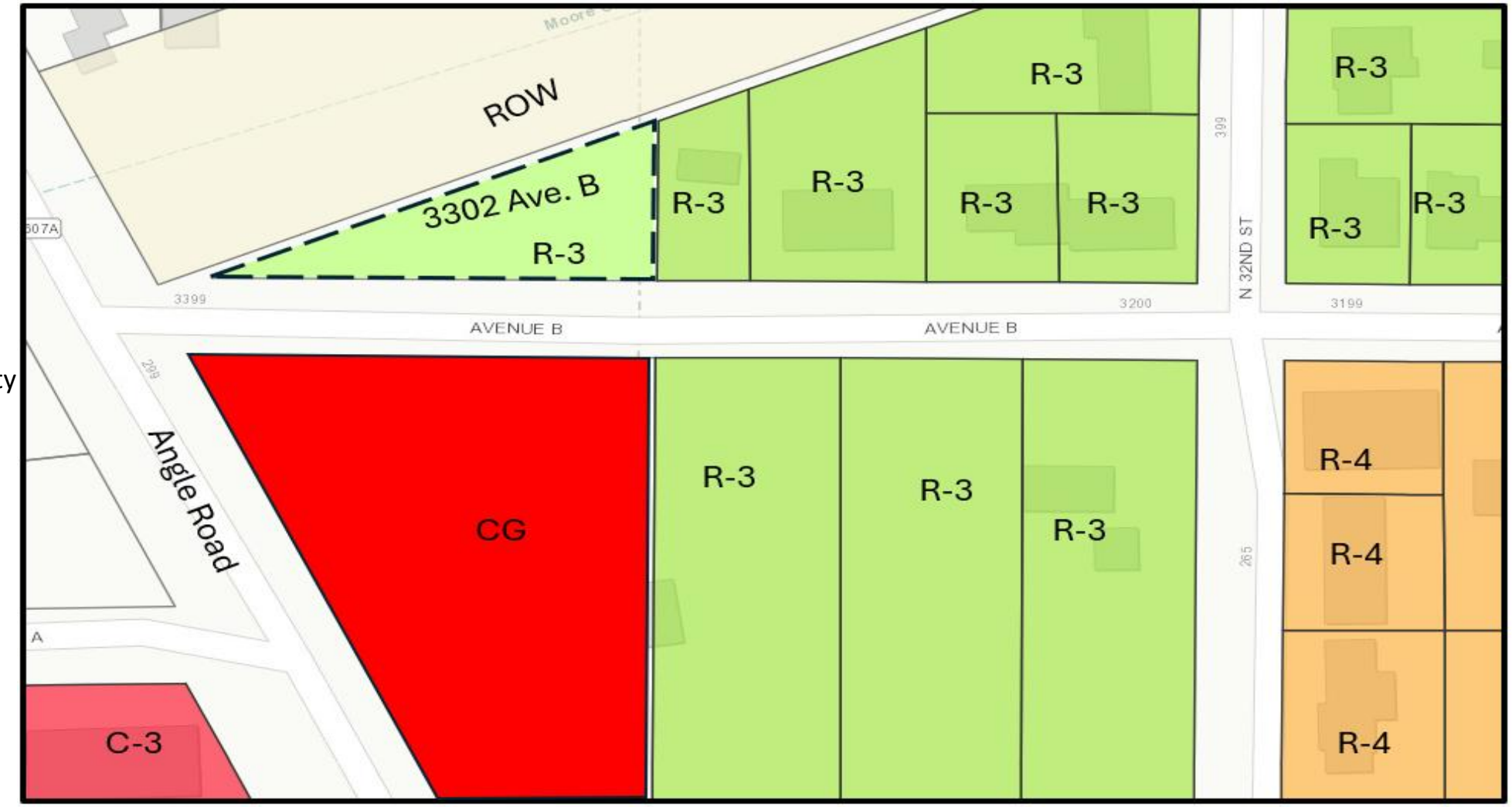
EXISTING ZONING: County

Currently Zoned: CG (Commercial, General Residential District–(St. Lucie County)



PROPOSED ZONING: City

Proposed Zoning: R-3 (Single-family Moderate Density–City of Fort Pierce)



3302 Avenue B. ANNEXATION

RECOMMENDATION

At the December 9th meeting, the Planning Board voted unanimously to approve the annexation.

Staff recommendation is for City Commission to **Approve** the submitted application for annexation.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

January 21st, 2025

Annexation

3302 Avenue B

Parcel ID: 2408-506-0002-000-5

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Linda Cox, Acting City Manager
FROM:	Kerry C. Driver, Planner
RE:	**Application for Voluntary Annexation for Parcel ID: 2408-506-0002-000-5**
BOARD DATE:	January 21, 2025

STAFF REPORT

Property Owner/ Applicants	Fran Casner
Representative	Fran Casner
Requested Action:	Approval of a Voluntary Application for Annexation
Site Locations:	3302 Avenue B
Parcel ID:	2408-506-0002-000-5
Parcel Area:	**0.30** acres
Current Future Land Use:	Commercial (COM)
Current Zoning:	Commercial General (CG)
Proposed Future Land Use:	Residential Low Density (RL)
Proposed Zoning:	Single-family Moderate Density (R-3)

Utilities: FPUA

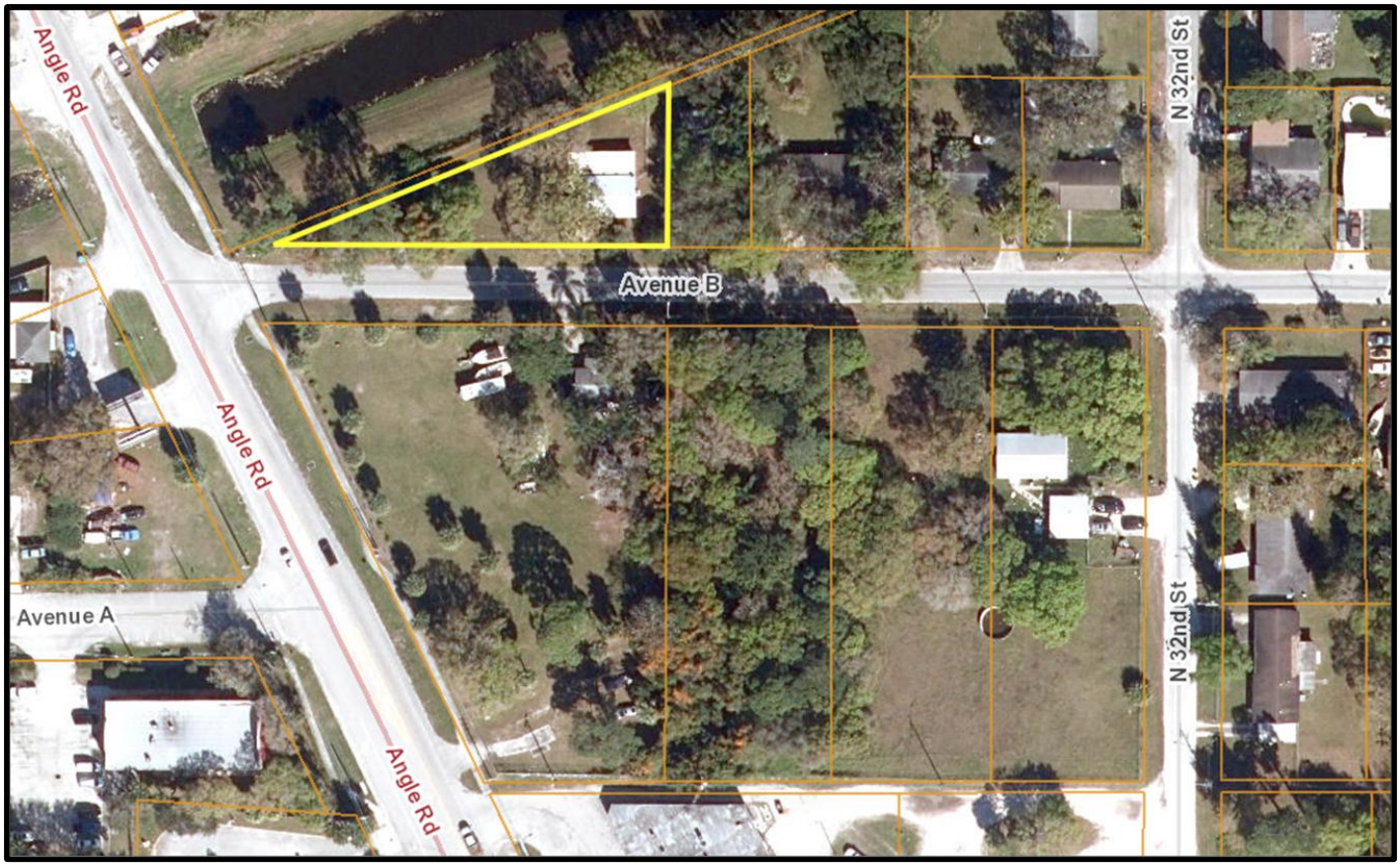
	North	East	South	West
Surrounding FLU:	City of Fort Pierce ROW	Residential Low Density (RL)	(COM) **county** (RL) **city**	Commercial (COM) **county**
Surrounding Zoning:	City of Fort Pierce ROW	Single-family Moderate Density (R-3)	(GC) **county** (R-3) **county**	Commercial General (CG)

Staff Analysis:

Request

This is a voluntary annexation on parcel ID: 2408-506-0002-000-5

INSERT LOCATION MAP



The subject property has a St. Lucie County Future Land Use Designation Commercial (COM) and a zoning classification of Commercial General (CG). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed City Future Land Use designation for the parcels will be changed to Residential Low (RL) and the Zoning classification of Single-family Moderate Density (R-3).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and are contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

The current taxable value of the property is $58,266. Should the Application for Annexation be approved, it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Currently the property has a dwelling structure.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexation within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The parcel abuts properties that are within the City limits. The annexation of the property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Staff is requesting that the City of Fort Pierce Future Land Use and Zoning be modified to Residential Low Density (RL) and Single-family Moderate Density (R-3), respectively, and the City's Comprehensive Plan. Therefore, the requested Future Land Use and Zoning Classifications of RL and C-3, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of the annexation by mail to the St. Lucie County Administrator's and Attorney's office on December 16, 20024, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission. Notice by newspaper was submitted for Sunday's January 5th and 19th, 2025 publication.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan.

Planning Board

The City of Fort Pierce Planning Board, at their December 9, 2024, meeting, voted 5 to 5 to recommend Approval of the annexation.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RL and the Zoning classification of R-3.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Frances Casner
P.O. Box 880031
Port St. Lucie, FL 34988

Project #: PZANN2024-00002: Annexation– Voluntary Application for Annexation at 3302 Avenue B–
Technical Review Committee Comments for September 19, 2024, TRC Meeting

City of Fort Pierce Planning Department
Annexation: Recommend

Fort Pierce Engineering Department
Annexation: Recommend Approval

Fort Pierce Building Department
No comments at this time.

Fort Pierce Police Department

No comments at this time.

St. Lucie County Planning Department
No comments at this time.

St. Lucie County PW/Engineering
No comments at this time.

City Clerk Office
No comments at this time.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

- W/WW Engineering: **Approved. No objection to the annexation request**
- Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.
- Gas: Approved.
- FPUA Fiber: FPUAnet **Approves**

St. Lucie County Fire District

No comments at this time.

Florida Department of Transportation

No comments at this time.

St. Lucie County School Board

No comments at this time.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Planner

From : Selena Griffett, P.E.

Thru : Tracy Telle, Engineering Manager

Re : Annexation – 3302 Avenue B
Parcel ID 2408-506-0002-000-5
PZANN2024-00002

Date : September 16, 2024

This is to advise you that we have completed the review of the following documents as received by this office on August 29, 2024

- ☐ Development Permit Compliance Review
- ☐ Site Plan – Minor Amendment
- ☐ Executed Construction Contract
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☒ Other **ANNEXATION**

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend Approval
- ☐ Do Not Recommend Approval

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See Attached for Comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

September 19, 2024

Case #: PZANN202400002

Planner: City of Ft. Pierce Planning Department.

Annexation

3302 Avenue B, Ft. Pierce.

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: # PZANN2024-00002

Annexation - 3302 Avenue B - Parcel ID: 2408-506-0002-000-5

Comments

W/WW Engineering: Approved. No Objection to the annexation request.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved.**

Gas: Approved.

FPUAnet Fiber: FPUAnet Approves

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

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1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

December 16, 2024

George Landry, County Administrator
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Landry,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of property located at 3302 Avenue B in Fort Pierce, Florida, Parcel ID: 2408-506-0002-000-5. The first reading of the prospective annexation is scheduled for the City Commission meeting on Tuesday, January 21, 2025.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730, or Kerry C. Driver, Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Planner

cc: Daniel S. Mcintyre, County Attorney
Nick Mimms, P.E., City Manager
Linda Cox, MBA, City Clerk
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

December 16, 2024

Daniel S. Mcintyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Mcintyre,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of property located at 3302 Avenue B in Fort Pierce, Florida, Parcel ID: 2408-506-0002-000-5. The first reading of the prospective annexation is scheduled for the City Commission meeting on Tuesday, January 21, 2025.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730 or Kerry C. Driver, Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Planner

cc: George Landry, County Administrator
Linda Cox., Acting City Manager
Linda Cox, MBA, City Clerk
Tanya Earley, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, DECEMBER 9, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Prior to roll call, Chairman Kreisl introduced the new Planning Board member, Colby Johnson. Mr. Johnson gave a brief introduction.

Present:	Gloria Baxevanis; Clayton Colby Johnson; Alexander Edwards; Justine Carter; Anton Kreisl, Chairman
Absent:	Nichelle Clemons
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Assistant Planning Director Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Clemons was excused.

5. APPROVAL OF MINUTES

a. Minutes from the September 9, 2024, meeting

Motion was made by Justine Carter, and seconded by Gloria Baxevanis to approve the minutes from the September 9, 2024 meeting.

AYE: Alexander Edwards, Justine Carter, Gloria Baxevanis, Clayton Colby Johnson, Chairman Anton Kreisl

Passed

6. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Future Land Use Map Amendment - Pulte Homes - 2721 South Jenkins Road**

Mr. Gilmore gave an overview of the application. He stated the applicant is proposing to amend the Future Land Use Map from GC, General Commercial to RM, Medium Density Residential, to permit the development of single-family housing within proximity to goods, services and the State's intermodal transportation network. Mr. Gilmore said the applicant intends to rezone the property in the future to PD, Planned Development with an associated site plan. Mr. Gillmore highlighted that the change in the Future Land Use is a decrease of 1.49 units and commercial space is completely eliminated. Mr. Freeman explained to the Board that there had been discussions between the owners of the property to the north and the applicant negotiating the cross access agreement and buffers. Ms. Carter asked about the number of residences in the area and the traffic impact on the neighborhood. Mr. Freeman noted that the overall impact on traffic demands is handled by St. Lucie County and FDOT for all developments in the area and will be looked at during the site plan review.

Leslie Olson, Applicant Representative from District Planning Group, said across the street is a Planned Unit Development and to the south is an apartment complex. She noted the access to I-95 and the turnpike allows for many commercial goods and services. Ms. Olson said it is a good opportunity to add an increasing supply of housing which will be close to the Kings Highway job corridor. She explained there will be a significant decrease in traffic going from commercial to residential.

Ms. Carter asked how to predict the traffic impact with an apartment project being developed to the south of the parcel. Mr. Freeman said the site plan is needed to know the impact. He explained the Future Land Use maximum number is counting on the potential of what people are entitled to do. He noted the total number will be reduced on the site plan once the roadways and stormwater are added in. Mr. Freeman highlighted that commercial traffic happens all day when residential traffic has peak flows in the morning and afternoon.

Motion was made by Alexander Edwards, and seconded by Justine Carter to forward a recommendation of approval of the Future Land Use to the City Commission.

AYE: Justine Carter, Gloria Baxevanis, Clayton Colby Johnson, Alexander Edwards, Chairman Anton Kreisl

Passed

b. **Future Land Use Map Amendment - Becker Preserve - 3398 Selvitz Road**

Mr. Gilmore gave an overview of the application. He stated the applicant is proposing to amend the Future Land Use Map from RL, Low Density Residential to CO, Conservation and Open Space in compliance with the Florida Communities Trust (FCT) grant award agreement that states the subject property shall be amended to conservation, outdoor recreation, open space or similar category. Mr. Gilmore said the applicant has a concurrent application to rezone the properties from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone. He noted the requested rezoning and future land use amendments to conservation open space are to reflect the properties' current use as a

nature preserve. Mr. Gilmore explained the Future Land Use comparison shows a decrease of 80 residential units.

Aimee Griffin, St. Lucie County Environmental Resources Director, stated the 13.44 acre parcel was purchased in 2011 by St. Lucie County's Environmentally Significant Land Fund. She said the land abuts 10-mile creek. Ms. Griffin explained that one of the counties' primary targets was to preserve 10-mile creek along the north fork for water quality purposes, stormwater attenuation, and to reduce growth up to the edge of the river. A Florida Communities Trust grant from the states was written for 50% of the purchase price and one of the obligations for the grant is to rezone. The secondary purpose of the land is public passive recreation. She said there is another grant through the state that is allowing the county to build a bridge over the oxbo to reconnect pedestrians. The ultimate goal is to have greenways and trails connected all the way along 10-mile creek and the north fork.

Motion was made by Justine Carter, and seconded by Gloria Baxevanis to forward a recommendation of approval of the proposed Future Land Use to the City Commission.

AYE: Gloria Baxevanis, Clayton Colby Johnson, Alexander Edwards, Justine Carter, Chairman Anton Kreisl

Passed

7. NEW BUSINESS

a. Annexation - 3302 Avenue B

Ms. Driver gave an overview of the application and answered questions from the Board on the current use of the property and owners of adjoining property. She said the request is to annex an approximate .30 acres of land at 3302 Avenue B, which has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning classification of Commercial, General (CG). The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R -3). Ms. Driver noted the current value of the property is $58,266.

No one spoke for or against the annexation.

Motion was made by Justine Carter, and seconded by Alexander Edwards to forward a recommendation of approval of the proposed annexation to the City Commission.

AYE: Clayton Colby Johnson, Alexander Edwards, Justine Carter, Gloria Baxevanis, Chairman Anton Kreisl

Passed

b. Annexation - Tall Pines
Parcel IDs: 1433-210-0003-000-9 and 1433-310-0002-000-9

Mr. Gilmore stated the request is for an annexation of two (2) parcels of land, approximately 41.63 acres, with a City Future Land Use Designation of RL, Residential Low-Density, and a City Zoning of R-1, Single Family Low-Density Zone. He said the subject properties have a St. Lucie County Future Land Use Designation of RM, Residential Medium, and a St. Lucie County Zoning designation of RMH-5, Residential, Mobile Home. Mr. Gilmore noted the current taxable value of the property is $10,607,900 and the land has an existing 55-plus Mobile Home Community. Mr. Gilmore stated the Future Land Use comparison is a

decrease of 104 residential units.

Rod Jarvis, Applicant, representing Inspire Communities, owner of Tall Pines, stated Inspire Communities purchased Tall Pines in 2021 and began improving it. He said they wanted to make improvements to increase revenue. Mr. Jarvis stated they had talks with St. Lucie County, and the county said he needed to go to the city for what was being proposed. He noted he had several meetings with city staff and the commissioners and the commissioners were very interested in the annexation. Mr. Jarvis stated there are 254 spaces on site.

Peter Macomber, Vice-President of Tall PInes HOA, said there is a discrepancy in the survey and the buffer requirement.

Mr. Freeman said the buffer is a site plan issue and a signed and sealed survey is needed. The boundary line discrepancy is between the property owners and the neighboring property.

Many Tall Pine residents spoke against the annexation. A resident provided a handout to the Board showing a list of Ordinances being ignored per the plan submitted by Inspire Communities for Tall Pines. The residents complained about storage space being taken away, losing greenspace to increased units, higher taxes and garbage collection, change to quality of life, narrow access road, increased density, losing peacefulness, and no benefit of annexation to the City of Fort Pierce.

Nancy Wall, a Tall Pines resident, said an unofficial survey of all the residents was done, and they received 86 "no" responses to the changes being requested.

Mr. Gilmore explained he received an updated survey with the duplex being eliminated.

Mr. Jarvis said the benefit to the city is additional revenue and helping the city to fill in the checkerboard of city properties to become more efficient in administering city services.

Chairman Kreisl noted the great deal of disagreement between the owner and developers, and he stated he feels conflicted with the city inheriting the argument.

Mr. Freeman encouraged the applicant to have a public meeting with the Tall Pines community. Mr. Freeman said a voluntary annexation is based on state statute which looks if the property is contiguous, does it create an enclave, is the Future Land Use comparable to what is requested and does the annexation create a non-conformity. He noted it is hard for staff to suggest denial as most of the things heard from the residents are regarding the site plan.

Board discussion ensued. Ms. Carter had concerns about the density and utilities. Ms. Baxenvanis highlighted that at the City of Fort Pierce, October 19, 2024, Technical Review Committee meeting, the Fort Pierce Police department commented that the annexation would require an additional two officers.

Chaiman Kreisl re-opened the public hearing.

Mr. Jarvs asked to continue the annexation for two (2) months.

Motion was made by Justine Carter, and seconded by Gloria Baxevanis to defer the annexation to the February 10, 2025, Planning Board Meeting.

AYE: Alexander Edwards, Justine Carter, Gloria Baxevanis, Clayton Colby Johnson, Chairman Anton Kreisl

Passed

c. **Rezoning - Master Plan Development - Tall Pines**
Parcel ID's: 1433-210-0003-000-9 and 1433-310-0002-000-9

This item was deferred to the February 10, 2025, Planning Board meeting.

Motion was made by Alexander Edwards, and seconded by Justine Carter to defer the rezoning of the Master Planned Development to the February 10, 2025, Planning Board Meeting.

AYE: Justine Carter, Gloria Baxevanis, Clayton Colby Johnson, Alexander Edwards, Chairman Anton Kreisl

Passed

d. **Rezoning - Becker Preserve - 3398 Selvitz Road**

The applicant is proposing to amend the Zoning Atlas Map from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone, in compliance with the Florida Communities Trust (FCT) grant award agreement. The requested rezoning and future land use amendments to conservation open space are to reflect the properties' current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

Aimee Griffin, St. Lucie County Environmental Resources Director, stated the project is a key piece of property for the Greenways and Trails hub. She said there is currently a home on the property that they want to turn into a nature center. She also said there are six (6) sites for camping. Ms. Griffin stated the county has a partnership with the boy scouts, where they get to camp for free in return for work on the trails and making benches. She said eventually the preserve will be open to the public. She noted the county leaders want to see an event attraction with parking and a pavilion for weddings, graduations, and baby showers. Ms. Griffin explained they would be coming back to the city for approval. She said when the bridge is built the public will be able to walk to the nature center, and in the long term the preserve will connect to the other pieces of the Greenways and Trails.

e. **Rezoning - Master Plan Development - Prado Place**
1038 S. 37th Street - Parcel ID: 2417-213-0001-000-7

Mr. Freeman gave an overview of the application. He said the request is for a Zoning Atlas Map Amendment of one (1) parcel of land, approximately 5.28 acres, to change the zoning classification from Residential Single Family (E-3) to a Master Planned Development (PD). Mr. Freeman stated the request to change the zoning to a Master PD is to accommodate a residential development comprising 60 Residential units at a density of 11.4 units per acre, which includes a 5du/acre density bonus as allowed by the City's Comprehensive Plan. He said the Low Density Future Land Use will not change. Mr. Freeman showed the site plan, and the renderings of the two and four home configurations. He said the Future Land Use will not change, and the density is not increasing. He noted the applicant is using the comprehensive plan policy to get an increase of 5 units per acre for being within a 1/4 mile of a traffic stop. Mr. Freeman said the intent of the Plan Development (PD) is for better landscaping, stormwater and better designs of the homes in the initial PD agreement. He noted the Final PD agreement would be signed by the owner and the city. Mr. Freeman said

the new architectural design standards have been met. He also noted nothing can happen on the property until the approval of the Final PD, which will need to demonstrate no drainage issues with the neighboring properties. Mr. Freeman answered questions from the Board on a rezoning change if the development is not built.

Franco Prado, owner, said the bus stop is at Deberry Road and 33rd Street. He said he is excited about the PD, and he is looking to preserve the character of the city.

Ms. Carter inquired about the location of the playground due to flooding and plans for median income housing. Mr. Prado stated he does not want to out price the residents, and he is looking at a median price or lower.

Motion was made by Justine Carter, and seconded by Alexander Edwards to forward a recommendation of approval of the Master PD to the City Commission subject to the following fourteen (14) conditions:
1. A Final PD shall be required prior to any development activities associated with the Master Site Plan by Art of Engineering, project number 2023-057, dated 2024.09.26.
2. The minimum Open Space shall be 35% of the Final PD site area.
3. The minimum Pervious Area shall be 50% of the Final PD site area.
4. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
5. The Final PD site plan submittal shall include a wetland jurisdictional survey.
6. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.
7. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.
8.The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
9. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
10. The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.
11. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.
12. The Final PD site plan shall contain the following information, at minimum:
a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
c. The location, size and height of present and proposed buildings and structures.
d. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
e. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
f. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
13. Any required sidewalk or roadway improvements to S 37th ST shall be identified through the Final PD site plan process.
14. The property shall be platted prior to any vertical construction activities.

AYE: Clayton Colby Johnson, Alexander Edwards, Justine Carter, Gloria Baxevanis, Chairman Anton Kreisl

Passed

8. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

9. **DIRECTOR'S REPORT**

Mr. Freeman said the port district and overlay district will be coming forward to the January Planning Board meeting. He said the port has been in the works since 2020 and was requested by the City Commission.

Mr. Freeman said the city secured a new Senior Planner, Svetlana Sena.

Mr. Freeman stated he received advisory comments from consultants and city departments regarding confusion to the definitions in the PD process. He said he would be clarifying the definitions of the Master PD.

Mr. Freeman said, underlying the department's strategic movement, he is working on the new landscape code, including tree species, sizes, variety of plants, clustering, understory planting, different shrubs, and tree heights.

Mr. Freeman said combining architectural guidelines, innovative development and landscaping is intended to create a different image that is consistent with the history of Fort Pierce. Being able to encourage the thought of the design of buildings becomes important in how the project impacts people and will provide more visual improvement to the city. At the same time, maintain affordability and economic value of property and provide housing for employers.

Mr. Freeman said a new strategic plan will be coming out in January and a presentation will be given to the Planning Board in January 2025 of all the Planning code changes that have taken place in the past year.

Mr. Freeman said there will be a presentation to the City Commission from the consultant regarding the proposed Law Enforcement Impact fee. The consequence is the cost of building a home will be going up.

Mr. Freeman thanked the Planning board for all they do, and he said it is quite exciting sitting in front of a board that talks, discusses and asks the right questions.

10. BOARD COMMENTS

Ms. Carter asked for a bigger viewpoint on what is going on in the city to help make better decisions.

Chairman Kreisl asked for a map showing a satellite view of what is going on in an area to help Board members that might not be aware.

11. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

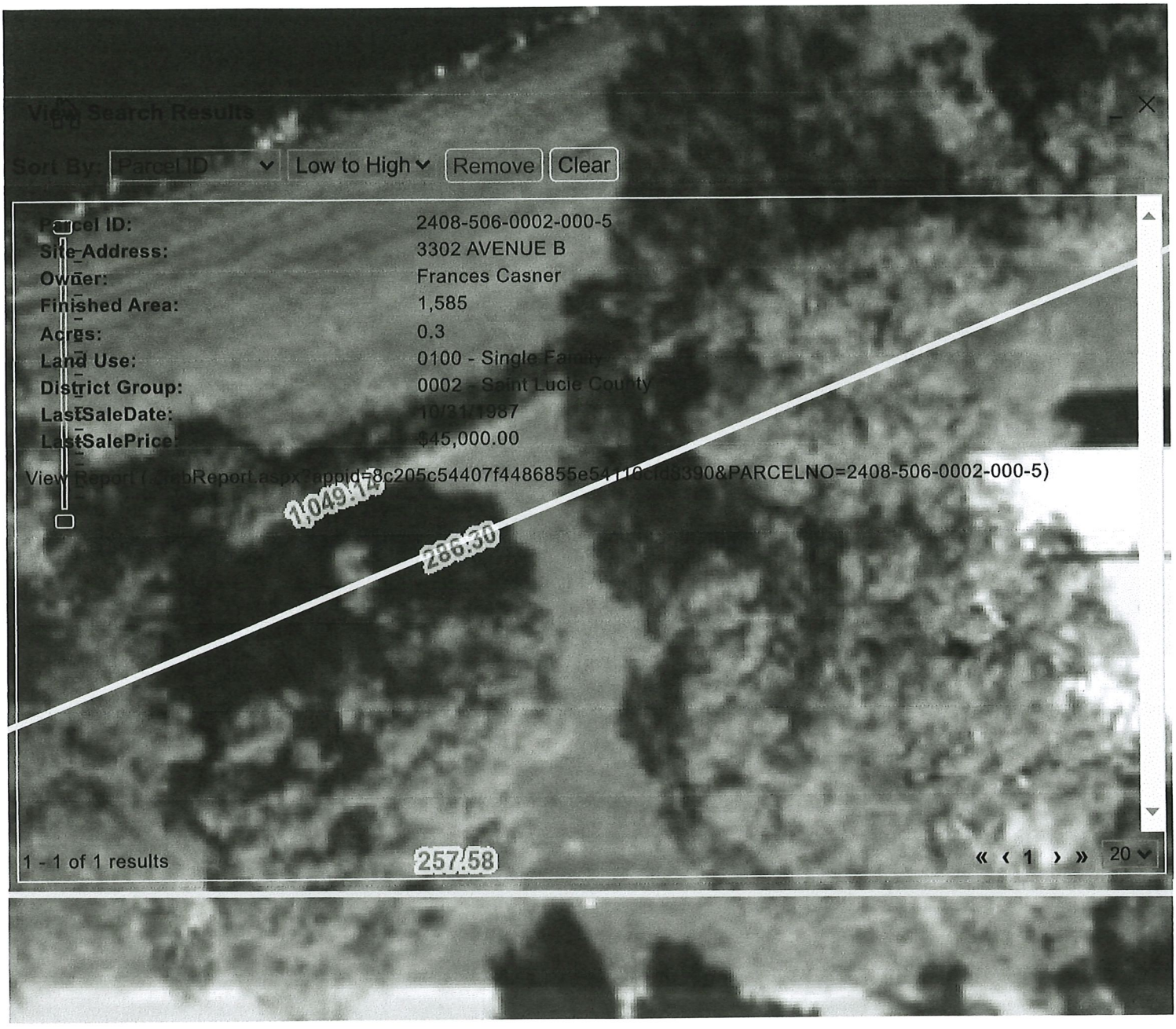
1. Address: 3302 AVENUE B Ft PIERCE
2. Legal description of real property for which annexation is being requested:
Revised Plat of Home Acres-Unit 2 That part of Lot A L46 Outside City Limits (0.30) AC OSJ 66-378

   Property Tax ID: 2408-506-0002-000/5
3. Size of described property: (0.30 AC) 13.068 SF
4. Project description: _____
5. Current St. Lucie County Future Land Use Designation: _____
6. Current St. Lucie County Zoning: Comm Genra
7. Is this a Historic property? NO
8. Appraised value: $58.266.00
9. Name of Owner(s): Frances CASNER

   Signature of Owner(s): Frances B Casner
   Mailing Address: POBox 880031
   City Pt St Lucie State FL Zip 34988
   Phone 772 240 1373
   E-mail: frankie31668@gmail.com
10. Name of Representative: Same as owner

    Signature of representative: _____
    Mailing Address: _____
    City) _____ State _____ Zip _____
    Phone _____
    E-mail: _____

(https://paslc.gov/) **Saint Lucie County Property Appraiser**
Michelle Franklin CFA



Export as: TXT Download

20ft

2024-07-31

Click here for Legal Dis

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 3302 AVENUE B
Sec/Town/Range: 08/35S/40E
Parcel ID: 2408-506-0002-000-5
Jurisdiction: Saint Lucie County

Use Type: 0100
Account #: 20336
Map ID: 24/08N
Zoning: Comm Genra

Ownership

Frances Casner

PO Box 880031
Port St Lucie, FL 34988

Legal Description

REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART OF LOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)



Current Values

Just/Market Value:	$157,500
Assessed Value:	$58,266
Exemptions:	$38,266
Taxable Value:	$20,000

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: *SLC Tax Collector's Office*
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	1,585
Gross Sketched Area (SF):	1,712
Land Size (acres):	0.3
Land Size (SF):	13,068

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 1, 1987	0566 / 0378	XX00	CV		$45,000

Building Information (1 of 1)

Finished Area: 1,585 SF

Gross Sketched Area: 1,712 SF

Exterior Data

View:
Building Type: SFF
Grade: SFF-High
Story Height: 1 Story

Roof Cover: Metal
Year Built: 1958
Effective Year: 1958
No. Units: 1

Roof Structure: Gable
Frame:
Primary Wall: Conc Block
Secondary Wall:

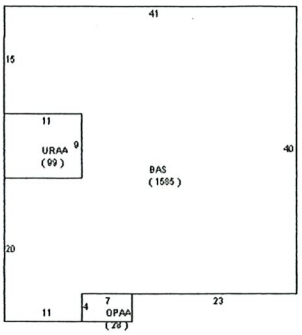
Interior Data

Bedrooms: 2
Full Baths: 1
Half Baths: 0
A/C %: 100%

Electric: AVERAGE
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Carpet
Sprinkled %: N/A%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	1585	1585	192
OPAA	Open Porch Attached Average	28	0	22
URAA	Utility Room Attached Average	99	0	40

Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	430	1999

Current Year Values

Current Values Breakdown

Building:	$71,900
Land:	$85,600
Just/Market:	$157,500
Ag Credit:	$0
Save Our Homes or 10% Cap:	$99,234
Assessed:	$58,266
Exemption(s):	$38,266
Taxable:	$20,000

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2023	1999	0500	Homestead Exemption	$25,000
Tax Year	Grant Year	Code	Description	Amount
2023	2008	0550	Homestead Exemption over $ 50,000	$8,266
Tax Year	Grant Year	Code	Description	Amount
2023	2016	4000	Widow's Exemption	$5,000

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	0.3	North St. Lucie Water Management District	$25.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$157,500	$58,266	$38,266	$20,000
2022	$138,700	$56,569	$32,069	$24,500
2021	$62,300	$54,922	$30,422	$24,500

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Saint Lucie County

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 3302 AVENUE B
Use Type: 0100

Parcel ID: 2408-506-0002-000-5
Jurisdiction: Saint Lucie County

Account #: 20336
Map ID: 24/08N

Sec/Town/Range: 08/35S/40E
Zoning: Comm Genra

Ownership

Frances Casner
PO Box 880031
Port St Lucie, FL 34988

Legal Description

REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART OF LOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Current Values

Just/Market:	$157,500	Assessed:	$58,266
Exemptions:	$38,266	Taxable:	$20,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$157,500	$58,266	$38,266	$20,000
2022	$138,700	$56,569	$32,069	$24,500
2021	$62,300	$54,922	$30,422	$24,500

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
11-01-1987	0566 / 0378	XX00	CV		$45,000

Primary Building Information

Finished Area of this building: 1,585 SF
Gross Sketched Area: 1,712 SF

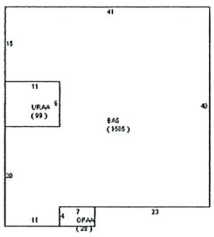
Exterior Data

View:	Roof Cover: Metal	Roof Structure: Gable	Building Type: SFF
Year Built: 1958	Frame:	Grade: SFF-High	Effective Year: 1958
Primary Wall: Conc Block	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 2	A/C %: 100%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 1	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel: ELEC	Primary Floors: Carpet





Total Areas

Finished/Under Air (SF):	1,585
Gross Sketched Area (SF):	1,712
Land Size (acres):	0.3
Land Size (SF):	13,068
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	430	1999

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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MICHELLE R. MILLER

Clerk of Circuit Court & Comptroller
St. Lucie County

201 South Indian River Drive Fort Pierce, FL 34950
(772) 462-6900

Mailing Address:
P.O. Drawer 700, Fort Pierce, FL 34954

Pay by Phone: 1-866-253-7528
Pay Online: www.stlucieclerk.gov/payments

Sign up for Court Date Reminders at:
www.stlucieclerk.gov/textme

Receipt of Transaction

Date: 06/12/2024 11:32 am

Receipt # 2024000048758
Transaction # 3757172
Created by: brownc
Cashiered by: brownc

Received From: CASNER

On Behalf Of:

Fee Description		Fee	Prior Paid	Due	Paid	Balance
Small Photographic Copies		2.00	0.00	2.00	2.00	0.00
	Total	**2.00**	**0.00**	**2.00**	**2.00**	**0.00**
	Grand Total	**2.00**	**0.00**	**2.00**	**2.00**	**0.00**

PAYMENTS

Payment Type	Reference		Amount	Refund	Overage	Change	Net Amount
CASH	12345	OK	2.00	0.00	0.00	0.00	2.00
			2.00	**0.00**	**0.00**	**0.00**	**2.00**

Rec Fee $ 10.50 DOUGLAS DIXON
Add Fee $ _____ St. Lucie County
Doc Tax $ .55 Clerk of Circuit Court
Int Tax $ _____ By _____
Total $ 11.05 Deputy Clerk

1112034

DEED OF PERSONAL REPRESENTATIVE

THIS INDENTURE, made this 8th day of May, 1991, between PATRICIA L. CASNER, as personal representative of the Estate of Alexander T. Lawson, deceased, Grantor, and THOMAS H. CASNER, Grantee, whose post office address is: 3302 Avenue B, Fort Pierce, FL 34947;

WITNESSETH:

The Grantor, in consideration of the premises and the sum of $10.00, and other good and valuable considerations, in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and to his heirs and assigns forever, that certain real property situate in St. Lucie County, Florida, more particularly described as follows:

The West 53.02 feet of the following described real property:

Begin at the Southeast corner of Lot A of the Revised Plat of HOME ACRES SUBDIVISION, as recorded in Plat Book 7, page 42, St. Lucie County, Florida, and run North along the East line of said Lot A 162.93 feet to the Northeast Corner of said Lot A, thence run Southwesterly along the northerly line of said Lot A, a distance of 164.6 feet, thence South 102.26 feet to the South line of said Lot A, thence run East 153.02 feet to the point of beginning.

Said land also being described as Lot A of Revised Plat of Home Acres Subdivision Unit 2, a recorded in Plat Book 7, at page 42, of the public records of St. Lucie County, Florida.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

AND the Grantor does convenant to and with the Grantee, his heirs and assigns, that in all things preliminary to and in and about this conveyance the laws of the State of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Patricia L. Casner (SEAL)
Patricia L. Casner
As Personal Representative of
Estate of Alexander T. Lawson,
deceased

STATE OF FLORIDA)
:
ST. LUCIE COUNTY)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PATRICIA L. CASNER, as personal representative of the Estate of PERSONAL

LAW OFFICES
NEILL GRIFFIN JEFFRIES & LLOYD
CHARTERED
311 SOUTH SECOND STREET
POST OFFICE BOX 1270
FORT PIERCE, FL 33454

6-

860947

This Warranty Deed Made the 23rd day of November A. D. 1987 by PATRICIA CASNER, unremarried surviving spouse of John F. Casner, deceased hereinafter called the grantor, to THOMAS H. CASNER and FRANCES B. CASNER, his wife whose postoffice address is 3302 Avenue B, Ft. Pierce, FL 34947 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

247.50

Witnesseth: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Lucie County, Florida, viz:

Lot A, of REVISED PLAT OF HOMEACRES, UNIT No. 2, according to the Plat thereof as recorded in Plat Book 7, Page 42, of the Public Records of St. Lucie County, Florida.

Less and except the following:

Begin at the Southeast corner of Lot A of the Revised Plat of HOME ACRES SUBDIVISION, as recorded in Plat Book 7, page 42, St. Lucie County, Florida, and run North along the East line of said Lot A, 162.93 feet to the Northeast corner of said Lot A, thence run Southwesterly along the northerly line of said Lot A, a distance of 164.6 feet, thence South 102.26 feet to the South line of said Lot A, thence run East 153.02 feet to the point of beginning.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 247.50 P.B. 10525
3 9 4 2 7 4
SAINT LUCIE COUNTY

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1987

In Witness Whereof, the said grantor has executed this Deed the day and year first above written.

Signed, sealed and delivered in our presence:

[signature]
Lorene P. Spencer

Patricia Casner (Seal)
PATRICIA CASNER (Seal)
(Seal)
860947 (Seal)

This instrument prepared by ROBERT M. LLOYD, 311 South 2nd Street Fort Pierce, Florida

'87 NOV 30 P4:00

State of Florida,
County of ST. LUCIE

FILED AND [illegible]
DOUGLAS [illegible]

I Hereby Certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PATRICIA CASNER, unremarried surviving spouse of John F. Casner, to me known to be the person described in and who executed the foregoing instrument and she deceased acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 23 day of November A. D. 1987

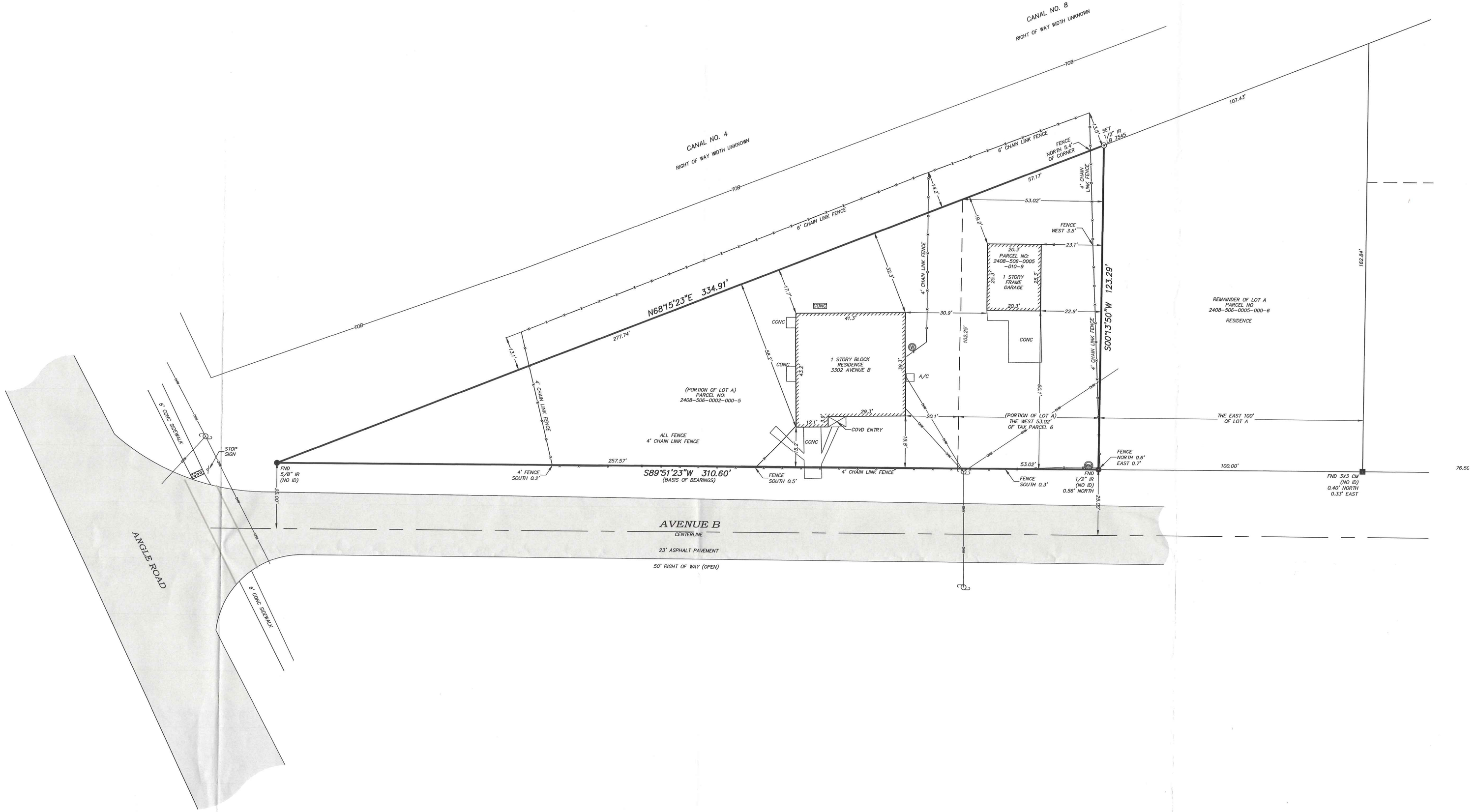
LORENE P. SPENCER NOTARY PUBLIC STATE OF

Lorene P. Spencer
Notary Public in and for State and County aforesaid.

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. MAR. 7, 1988 BONDED THRU GENERAL INS. UND.

O R BOOK 566 PAGE 378

DREW, MIAMI



LEGAL DESCRIPTION:

(BY SURVEYOR)

LOT A, REVISED PLAT OF HOME ACRES (UNIT No. 2), LESS THE EAST 100' THEREOF, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 42 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S NOTES

1. THIS SURVEY DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP.
2. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT THE LAND RECORDS FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE PLAN DESIGNATIONS, LIENS, MURPHY ACT RIGHTS-OF-WAY, AREAS OF LOCAL CONCERN, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY THE CLIENT OR INFORMATION OTHERWISE KNOWN TO THE SURVEYOR AND MAY NOT BE COMPLETE.
3. UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE.
4. JURISDICTIONAL WETLANDS AND ENDANGERED OR THREATENED SPECIES HABITAT, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
5. THE SURVEY DATE IS THE FIELD DATE SHOWN IN THE TITLE BLOCK, NOT THE SIGNATURE DATE.
6. BEARINGS SHOWN HEREON REFER TO STATE PLANE COORDINATES FLORIDA EAST ZONE, NAD83, 2011 ADJUSTMENT AND WERE DERIVED BY ASSIGNING A GRID BEARING OF S89°51'23"W TO THE NORTH RIGHT OF WAY LINE OF AVENUE B
7. LOT DIMENSIONS ARE AS PLATTED UNLESS OTHERWISE NOTED.
8. FLOOD ZONE "A" , FLOOD INSURANCE RATE MAP NUMBER 12111C0178J, DATED FEBRUARY 16, 2012.

LEGEND

BFP = BACKFLOW PREVENTER	OHW = OVERHEAD WIRES
BOC = BACK OF CURB	O.R.B. = OFFICIAL RECORD BOOK
BWF = BARBED WIRE FENCE	(P) = PLAT
CLF = CHAIN LINK FENCE	P.B. = PLAT BOOK
CM = CONCRETE MONUMENT	PG. = PAGE
CMP = CORRUGATED METAL PIPE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
CONC. = CONCRETE	PVC = POLY VINYL CHLORIDE
COVD. = COVERED	RCP = REINFORCED CONCRETE PIPE
(D) = DESCRIPTION	(S) = SURVEYED
ECMP = ELLIPTICAL CORRUGATED METAL PIPE	TOB = TOP OF BANK
EDR = EDGE OF DIRT DRIVE	TOS = TOE OF SLOPE
EL. = ELEVATION	TRANS = TRANSFORMER
EM = ELECTRIC METER	UG = UNDERGROUND
FFE = FINISHED FLOOR ELEVATION	WDF = WOODEN FENCE
FM = FORCE MAIN	WL = WATER LINE
FND. = FOUND	WM = WATER METER
GV = GATE VALVE	= FIRE HYDRANT
HW = HEADWALL	= GUY ANCHOR
ID = IDENTIFICATION	= UTILITY POLE
IP = IRON PIPE	= WATER GATE VALVE
IR = IRON ROD	= WELL
IRC = IRON ROD WITH CAP	
LB = LICENSED BUSINESS	
LS = LICENSED SURVEYOR	

MAP OF BOUNDARY SURVEY

GRAPHIC SCALE
0' 10' 20'
1" = 20'

INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
.	.

CERTIFIED TO:
FRANCES CASNER

FIELD BOOK	DRAWN
98	RJS
PAGE(S)	SCALE
1	1"=20'
FIELD DATE	JOB #

SHEET 1 1

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

7/26/24

G:\DRAWINGS\SURVEYS\PROJECTS\005-RIS-24\RIS-24-288-3302 Avenue B (Fort Pierce)\DWG\RIS-24-288.dwg Jul. 26, 2024 - 4:33pm - by JH.36 (Landscape10)

2023 NOTICE OF PROPOSED PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
SAINT LUCIE COUNTY TAXING AUTHORITIES

DO NOT PAY
THIS IS NOT A BILL

Parcel ID 2408-506-0002-000-5

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Account Number: 20336
Tax Code: 0002 Saint Lucie County
Location: 3302 Avenue B
Legal Desc: REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART OF LOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Frances Casner
PO Box 880031
Port St Lucie, FL 34988-0031

TAXING AUTHORITY	Column 1* Your Last Year's Tax Rate & Property Taxes		Column 2* Your Tax Rate & Taxes This Year If No Budget Change is Made		Column 3* Your Tax Rate & Taxes This Year If Budget Change is Made		A Public Hearing on the Proposed Taxes and Budget will be held:
	Tax Rate	Tax Amount	Tax Rate	Tax Amount	Tax Rate	Tax Amount	
GENERAL COUNTY							
SLC General Fund	4.2077	103.09	3.7567	75.13	4.2840	85.68	September 7, 2023 6:00 PM
Jail,Law Enf	2.7294	66.87	2.4261	48.52	2.7294	54.59	2300 Virginia Ave 3rd Floor, Fort Pierce
Erosion Dist E	0.1763	4.32	0.1559	3.12	0.1000	2.00	(772) 462-1670
Mosquito Control	0.1352	3.31	0.1189	2.38	0.1352	2.70	
SLC Stormwater	0.4731	11.59	0.4320	8.64	0.4731	9.46	
Community Dev MSTU	0.4300	10.54	0.3926	7.85	0.4300	8.60	
Law Enforc MSTU	0.9103	22.30	0.8312	16.62	0.9103	18.21	
County Parks	0.1813	4.44	0.1603	3.21	0.0000	0.00	
County Transit	0.1269	3.11	0.1122	2.24	0.2500	5.00	
PUBLIC SCHOOLS							
By State Law	3.2310	100.38	2.8402	80.28	3.1640	89.43	September 12, 2023 5:01 PM
By Local Board	3.2480	100.91	2.8552	80.71	3.2480	91.81	9461 Brandywine Ln, PSL
							(772) 429-3970
MUNICIPALITY							
WATER MANAGEMENT							
S FL Wtr Mgmt Dist	0.0948	2.32	0.0850	1.70	0.0948	1.90	September 14, 2023 5:15 PM
SFWMD-Okee Basin	0.1026	2.51	0.0920	1.84	0.1026	2.05	3301 Gun Club Rd Bldg B-1, WPB
Everglades Project	0.0327	0.80	0.0293	0.59	0.0327	0.65	(561) 686-8800
INDEPENDENT DISTRICTS							
SLC Fire Dist	3.0000	73.50	2.6555	53.11	3.0000	60.00	September 6, 2023 5:01 PM
							5160 NW Milner Dr, PSL
							(772) 621-3400
FL Inland Nav Dist	0.0320	0.78	0.0288	0.58	0.0288	0.58	September 7, 2023 5:05 PM
							1707 NE Indian River Dr, Jensen Beach
							(561) 627-3386
Children`s Services	0.4025	9.86	0.3563	7.13	0.3790	7.58	September 5, 2023 5:01 PM
							546 NW University Blvd, PSL
							(772) 408-1100
VOTER APPROVED DEBT SERVICE							
Total Property Taxes		$520.63		$393.65		$440.24	

SEE BELOW FOR EXPLANATION OF THE COLUMNS ABOVE.

***Column 1 - "Your Last Year's Tax Rate & Property Taxes"**
This column shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

***Column 2 - "Your Tax Rate & Taxes This Year If No Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

***Column 3 - "Your Tax Rate & Taxes This Year If Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

*NOTE: Amounts shown on this form DO NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	AMOUNT
N Saint Lucie Wtr Mgmt	Drainage (772) 461-5050 Minimum $25.00	0.30000	23.000	25.00
Total Non-Ad Valorem Assessment				$25.00

Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax notice. For details on particular non-ad valorem assessments, contact the levying local governing board.

Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice, such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city or any special district.

TOTAL AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS IF BUDGET CHANGES ARE MADE $465.24

WEB PRINT 8/11/2024 3:36:45 PM **WEB PRINT**

DO NOT PAY - THIS IS NOT A BILL

Michelle Franklin
Certified Florida Appraiser

Parcel ID 2408-506-0002-000-5

Tax Code: 0002 Saint Lucie County
Location: 3302 Avenue B

Account Number: 20336
Legal Desc: REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART OF LOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Property Valuation

Market Value	Last Year	This Year
	138,700	157,500

Taxing Authority	Assessed Value		Exemptions		Taxable Value	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
County	56,569	58,266	32,069	38,266	24,500	20,000
Public Schools	56,569	58,266	25,500	30,000	31,069	28,266
Municipality						
Water Management	56,569	58,266	32,069	38,266	24,500	20,000
Independent Districts	56,569	58,266	32,069	38,266	24,500	20,000
Voter Approved Debt Service						

Assessment Reductions / Portability	Applies to	Value
Save Our Homes	All Funds	99,234

Exemptions*	Applies to	Last Year	This Year
First Homestead	All Funds	25,000	25,000
Widow	All Funds	500	5,000
Additional Homestead	Non-School Funds	6,569	8,266

*Where more than one value exists, county value of exemption will be indicated

If you feel that the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected on this form, contact the Saint Lucie County Property Appraiser at:
2300 Virginia Ave Rm 121, Fort Pierce, FL 34982
or (772) 462-1021

If the property appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser and must be filed
ON OR BEFORE:
September 12, 2023

Market Value: Market (also called "just") value is the most probable sale price for your property in a competitive, open market. It is based on a willing buyer and a willing seller.

Assessed Value: Assessed value is the market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Assessment Reductions / Portability:
Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are below.

- There are limits on how much the assessment of your property can increase each year. The Save Our Homes program and the limitation for non-homestead property are examples.
- Certain types of property, such as agricultural land and land used for conservation, are valued on their current use rather than their market value.
- Some reductions lower the assessed value only for levies of certain taxing authorities.

If your assessed value is lower than your market value because limits on increases apply to your property or because your property is valued based on its current use, the amount of the difference and reason for the difference are listed in the box titled "Assessment Reductions".

Exemptions: Exemptions that apply to your property are listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority. The tax impact of an exemption may also vary for the same taxing authority, depending on the levy (e.g., operating millage vs. debt service millage).

Taxable Value: Taxable value is the value used to calculate the tax due on your property. Taxable value is the assessed value minus the value of your exemptions and discounts.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation – Parcel ID: 2408-506-0002-000-5

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5, 2025
January 19, 2025

NOTICE BY MAIL: N / A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Planner

SIGNATURE: **DATE:** December 23, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: KERRY DRIVER, PLANNER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: ANNEXATION 3302 AVENUE B - PARCEL ID: 2408-506-0002-000-5

CAO RLS FILE: RLS 24-379

DATE: OCTOBER 3, 2024

I have reviewed the above Request for Legal Services (RLS) related to the annexation of property located at 3302 Avenue B. The draft Ordinance is approved as to form and correctness.

In reviewing Exhibit A and Exhibit B, it appears the property may not be situated in an enclave. Please verify whether the property is in an enclave or not. If not, please remove the applicable Whereas clause(s) related to enclaves prior to submitting this Ordinance to the City Commission.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

01/05/2025, 01/19/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/19/2025

Keegan Cleary
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$846.80	
Tax Amount:	$0.00	
Payment Cost:	$846.80	
Order No:	10904711	# of Copies:
Customer No:	1126026	1
PO #:		

THIS IS NOT AN INVOICE!

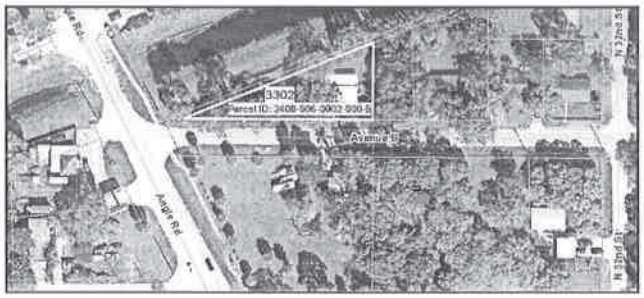
Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes and Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Tuesday, January 21, 2025 and Monday, February 3, 2025, hold a Public Hearing on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following:

ORDINANCE NO. 25-002-AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCELS AT OR NEAR 3302 AVENUE B AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING CLASSIFICATION; ESTABLISHING LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 01/05/2025 & 01/19/2025

TR-40983593

City Commission Regular Meeting **12. b.**

Meeting Date: 02/03/2025

Re: Amendment to Ch. 121 Plat Procedure

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Legislative Hearing - Ordinance 25-004 - An Ordinance amending the Code of Ordinances of the City at Chapter 121-Subdivisions, to amend the plat procedures. SECOND READING

SUMMARY:

The existing process of preliminary plat review requires amendment and clarification of the approval process and to facilitate, if required, the easier designation of parcel identification numbers by the St. Lucie County Property Appraiser.

RECOMMENDATION:

Staff recommendation is for the City Commission to approve the amendments to clarify the City's plat process.

ALTERNATIVES:

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Ord 25-004
25-004 Public Certification
Business Impact

CA - Memo
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 08:48 AM
City Manager	Linda Cox	01/13/2025 08:59 AM

Form Started By: Kev Freeman Started On: 12/16/2024 11:06 AM
Final Approval Date: 01/22/2025

CITY OF FORT PIERCE

CITY COMMISSION

January 21, 2025

TEXT AMENDMENT: PLAT PROCESS

SUMMARY

Approval of text amendments to City Code Chapter 121 - Plat Process

BACKGROUND

The existing process of preliminary plat review requires amendment to clarify the process and to facilitate, if required, the designation of parcel identification numbers through application to the St. Lucie County Property Appraiser.

Presented to, and approved by, the Planning Board on September 9th, 2024.

RECOMMENDATION

Staff recommendation is for the City Commission to APPROVE the proposed amendment to the plat process.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

ORDINANCE NO. 25-004

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 121 – SUBDIVISIONS TO AMEND THE PRELIMINARY PLAT PROCEDURES**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, though the plat process regulates the subdivision of land within the city into lots which are proposed for development or sale; and

WHEREAS, the existing process of preliminary plat review requires amendment to clarify the procedures and to facilitate, if required, the designation of parcel identification numbers through application to the St. Lucie County Property Appraiser; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their September 9th, 2024, meeting, voted 7 to 0 to recommend approval of the request.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 121 – Subdivisions of the City of Fort Pierce Code of Ordinances ishereby amended so the same shall read as follows:

Sec. 121-1. Purposes of subdivision regulations.

The public health, safety, morale, and general welfare of the city require the harmonious, orderly, and progressive development of land. ~~thereofhese~~ Theseregulations are adopted for the following purposes ~~,~~ and not limited to ensure:

(1) ~~To encourage economically~~ Economically sound and stable development of the city;

(2) ~~To ensure the~~ The provision of required streets, utilities, and other facilities and services to new land developments;

(3) ~~To ensure the~~ The adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, to new developments;

(4) ~~To ensure the~~ The provision of needed public open space and building sites in new land developments through the dedication or reservation of land for recreational, educational, and other public purposes; and

(5) ~~To ensure, in~~In general, the wise development of new areas, in harmony with the adopted comprehensive plan of the city.

Sec. 121-2. Chapter administration.

This chapter shall be administered by the city manager or his designee.

Sec. 121-3. Penalty for violation of chapter.

Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished as prescribed by section 1-7.

Sec. 121-4. Definitions.

Except as defined herein, all words used in this chapter have their customary dictionary definition. Words in the present tense include the future. Words in the singular

include the plural, and words in the plural include the singular. The term "building" includes the term "structure." The term "shall" is mandatory; the term "may" is permissive. The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block means a group of contiguous lots within a subdivision.

Building setback line means a line across a lot establishing the minimum distance to be provided between the building and the property line.

Easement means a grant by the property owner of a strip or parcel of land for specified purposes.

Lot means a portion or parcel of land separated from other portions or parcels by description as on a subdivision plat, or record of survey map, or as otherwise described, and intended for transfer of ownership or for building development. For purposes of this chapter, the term "lot" does not include any portion of a dedicated street right-of-way.

Lot, corner, means a lot abutting upon two or more streets at their intersection.

Lot, double frontage, means a lot other than a corner lot, abutting two streets.

Lot, interior, means a lot other than a corner or double frontage lot.

Minor replat means any division or redivision of a parcel of land into two separate lots or parcels which conform to the requirements of this chapter and all other applicable city codes.

Plat, final, means a drawing of a subdivision showing completely and accurately all legal and engineering information and certification necessary for recording.

Plat, preliminary, means a drawing which shows the proposed layout of a subdivision in sufficient detail to indicate its workability in accordance with sections 121-9 and 121-10, but is not in final form for recording and the details are not completely computed.

Street means a dedicated and accepted right-of-way for vehicular traffic, whether designated as a highway thoroughfare, expressway, avenue, boulevard, road, lane or other. ~~Following~~ The following are definitions intended to distinguish between categories of streets as used in this chapter.

Collector streets means those which are intended to carry traffic from minor streets to and from the major streets and expressways, and usually include the principal entrance and circulation streets within a subdivision.

Cul-de-sac means a street having one end open to traffic, the other end being terminated by a vehicular turnaround.

Expressways means high-capacity streets from which access to abutting property is prohibited, and which are intersected at specified locations by major and collector streets.

Major streets means those which are designed or designated by an official public agency as streets being capable of carrying large volumes of fast moving traffic.

Marginal access streets means minor streets parallel to and adjacent to major streets or expressways, providing access to abutting properties and protection from through traffic.

Minor streets means those which are used primarily for access to abutting properties, and usually radiate from collector streets.

Subdivider means any person, individual, firm, partnership, association, corporation, estate, trust, or any other group or combination acting as a unit, dividing, or proposing to divide land so as to constitute a subdivision as herein defined, including any agent of the subdivider.

Subdivision means any division or redivision of a parcel of land into three or more parcels and intended for future or immediate sale, legacy, or building development. However, the following are not defined as subdivisions for the purpose of this chapter. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots adhere to the standards of the city.

Sec. 121-5. Compliance with chapter and certain specified statutes, etc.

It shall be unlawful for any person, being the owner, agent or person having control of any land within the city, to subdivide and plat such lands into lots, except by a plat in accordance with the regulations contained herein, and in accordance with the following:

(1) F.S. ch.177.
(2) Regulations of St. Lucie County concerning recording plats.
(3) Regulations of the clerk of the circuit court of the county regarding the recording of plats.
(4) Regulations of all federal, state and local authorities having statutory jurisdiction.
(5) Standards for minimum lot width, depth, and size, including standards in section 121-11(g).
(6) All subdivision proposals shall include base flood elevation data.

Whenever the provision of the ordinance or statute of any governmental authority having jurisdiction applicable to the same subject matter, that requiring the highest or ~~more strict~~stricter standard shall govern.

Sec. 121-6. Authority of planning director.

(a) The planning director may approve a minor replat if the resulting lots or parcels conform to the requirements of chapter 125, and any other applicable city regulations. The planning director shall consult with all affected departments or agencies, including, but not limited to, the engineering department, public works department and the city utility authority.
(b) An applicant requesting a minor replat shall submit the following materials together with the appropriate application fee as described herein:
    (1) A statement indicating whether water and/or sanitary sewer service is available to the property;
    (2) Land descriptions and acreage or square footage of the original and proposed lots and a scaled drawing showing the intended division. All such drawings

shall be prepared by a professional land surveyor registered in the state. In the event that the property contains any structures, a survey showing the structures on the property shall accompany the application; and

(3) An identification of any and all easements, rights-of-way, or similar instruments that may be found on or adjacent to the property which is subject to the minor replat.

All such minor replats shall not become effective until a completed application form and filing fee have been received by the planning director and the director shall have advised the city commission of his administrative approval at the earliest practical opportunity. A certified copy of the recorded replat shall also be filed with the planning department.

Sec. 121-7. Flood hazards.

(a) All subdivision proposals shall be consistent with the need to minimize flood damage.

(b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

(c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(d) Base flood elevation data shall be provided for all subdivision proposals.

(Code 1983, § 18-7; Ord. No. J-04, § 1, 2-18-1992)

Sec. 121-8. General provisions applicable to subdivision of land.

It is the intent in the application of this chapter that the following shall apply to:

(1) Any person proposing to subdivide land within the city into lots proposed for development or sale shall submit to the planning director a plat or plats of the proposed subdivision which shall conform to all requirements set forth in this chapter.

(2) Any construction work undertaken on the proposed subdivision site prior to the receipt of final plat approval from the city commission shall be at the sole risk of the developer.

(3) No plats or plat of a proposed subdivision shall be recorded in the office of the clerk of the circuit court of the county until such plat or plats shall have received final approval, as certified herein, from the city commission.

(4) No land dedicated as a public street shall be accepted, opened, or improved nor shall any utilities or other facilities be installed therein, unless such streets shall have been accepted or opened as, or otherwise shall have received the legal status of, a public street prior to the adoption of this chapter, or unless such street corresponds in its location and lines with a street shown on a plan approved by the city commission or on a plan made and adopted by said commission; provided, however, that the city commission may locate or construct or may accept for construction any other streets.

(5) No building permit shall be issued for, and no building or other structure shall be erected on, any lot unless such lot has legal description and access to a street which shall have been accepted or opened as or shall have otherwise received the legal status of a public street.

Sec. 121-9. Preliminary Plat procedure.

(a) *Preliminary plat approval*. A preliminary plat is not mandatory. The subdivider may choose to proceed to final plat review .

(1) The subdivider shall submit ~~five~~the required copies of the preliminary plat together with the appropriate application fee to the planning director.

(2) Upon a decision that the submittal complies with the specifications for preliminary plat, the ~~The~~planning director will distribute the preliminary plat to all affected departments or agencies, including, but not limited to, the engineering department, public works department and utilities director. After review by the planning director and other affected departments and agencies

through the Technical Review Committee, and when the preliminary plat is found to be in compliance with city rules and regulations governing same, the following process shall be undertaken:

~~(3)~~a. The preliminary plat will be forwarded to the city planning board for review. The planning board shall ~~review the proposed plat and~~ make a determination of approval or denial. If the board recommends ~~disapproval~~denial, the reason for such shall be stated. The determination shall be forwarded to the city commission.

~~(4)~~b. The city commission shall hold a public hearing and approve, approve with conditions, or disapprove the preliminary plat.

c. Upon approval the preliminary plat shall be forwarded to the St. Lucie County Property Appraiser for allocation of parcel identification numbers.

~~(4)~~ (3) Prior to submittal of the final plat, minor revisions to the preliminary plat may be approved by the planning director provided that such amendments do not involve an increase in the land area to be subdivided or an increase in the total number of lots to be created.

~~(b)~~

~~(1)~~

~~(2) The planning director will distribute the final plat to affected departments and agencies, including, but not limited to, the engineering department, public works department and utilities director prior to forwarding the final plat to the city commission. After review by the planning director and other affected departments and agencies, and when in compliance with city rules and~~

~~(c)~~

~~(1)~~

~~(2)~~

~~(3)~~

~~(d)~~

Sec. 121-10. Preliminary Plat specification.

(a) Preliminary plat specifications.

(1) The preliminary plat shall represent the entire area which the subdivider contemplates developing, including possible unit divisions not scheduled for immediate development.

(2) Five copies of the preliminary plat shall be submitted along with the application for preliminary plat approval to the planning director.

(3) The preliminary plat shall be prepared by a land surveyor registered in the state and shall contain the following information:

a. Proposed name of the subdivision.

b. Name and address of owner of record.

c. Name and address of subdivider.

d. Scale, north arrow, and the date plat was drawn.

e. Boundary lines of the tract indicated by a heavy line giving approximate dimensions.

f. Boundary lines of lots, the approximate number of lots, and typical lot sizes.

g. Names of adjacent platted subdivisions.

Sec. 121-11. Preliminary Plat certificates.

(a) The following certificates are required for a preliminary plat:

(1). Appropriate space shall be provided on the preliminary plat for the following certificate:

SURVEYORS CERTIFICATE:

"I hereby certify that this preliminary plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist, and their location, size, type and material adhere to the requirements of Chapter 177 Florida Statutes. _____, 20___.

_____

Registered Land Surveyor"

CITY COMMISSION CERTIFICATE:

"Pursuant to the provisions of the Fort Pierce City Commission this plat was given Preliminary Approval by the City Commission at a meeting held on _____, 20___.

_____

City Clerk"

Sec. 121-12. Final Plat procedure.

(a) *final plat procedure.* If a preliminary plat has been approved, then the final plat shall substantially conform to the preliminary plat; it may, however, represent only that portion of the approved preliminary plat which the subdivider proposes to develop and record at any one time, provided that such portion conforms to the requirements of this chapter.

(1) The subdivider shall submit the required number of copies of the final plat together with the appropriate application fee to the planning director for approval of compliance with subdivision regulations.

(2) Upon a decision that the submittal complies with the specifications for final plat, the planning director will distribute the final plat to all affected departments or agencies, including, but not limited to, the engineering department, public works department and utilities director. After review by the planning director and other affected departments and agencies through the Technical Review Committee, and when the preliminary plat is found to be in compliance with city rules and regulations governing same, the following process shall be undertaken:

(3) The city planning board shall consider whether the following standards have been met in its review of the application:

a. Adequate vehicular access and traffic circulation to each lot in the proposed subdivision.

b. That adopted levels of service (LOS) standards in the comprehensive plan are not adversely impacted by the proposed plat. If such standards are negatively affected that appropriate mitigation plans as described in this chapter are also included in the proposed plat.

c. That other applicable comprehensive plan policies are addressed by the proposed plat.

(4) The city commission shall hold a public hearing and approve, approve with conditions, or disapprove the final plat.

Sec. 121-13. Final Plat Specifications

(a) Final plat specifications.

(1) The final plat shall be prepared by a land surveyor registered in the state and shall contain the following information:

a. Proposed name of the subdivision.

b. Name and address of owner of record.

c. Name and address of subdivider.

d. Scale, north arrow, and the date plat was drawn.

e. Boundary lines of the tract indicated by a heavy line giving approximate dimensions.

f. Boundary lines of lots, the approximate number of lots, and typical lot sizes.

g. Names of adjacent platted subdivisions.

(2) The following detailed plans prepared by an engineer registered in the state, shall be submitted to the planning director for review and distribution to affected departments and/or agencies:

a. Two sets of construction plans of the proposed streets, including storm sewer and sanitary sewer and will show the following:

1. All lateral widths.

2. Centerline profile grade relative to elevations of adjacent properties at the right-of-way line.

3. Elevations at points of grade (tangent).
4. Curve data for horizontal and vertical curves.
5. Pipe size, grade and location of manholes, and inlets.
6. Stationing at intervals of 100 feet, minimum, and all of new construction.

b. Two sets of construction plans for the proposed water system that will serve the subdivision showing the size and location of mains and services.

c. Construction plans be drawn on profile paper having sheet size of 24 inches by 36 inches. Also, that plans be drawn at as large a scale as practicable.

d. Two sets of drainage plans, which may be part of the construction plans, and which shall conform to drainage requirements found in the South Florida Water Management District Permit Information Manual, Volume IV.

e. Five copies of the final plat shall be submitted for final plat approval to the planning director.

(3) Approval of the plans specified in subsection 2.a of this section must be received before construction commences.

(4) Whenever city utility authority electrical energy is proposed to be used, the subdivider shall consult with the utilities authority. The utilities authority shall arrange for the furnishing of electrical energy in accordance with the regulations of the city utility authority.

(5) Whenever city utility authority gas energy is proposed to be used, the subdivider shall consult with the utilities authority. The authority shall arrange for the furnishing of gas energy in accordance with the regulations of the city utility authority.

(8) The submittal of the final plat shall consist of the original drawing, and two Mylar reproducible prints thereof. The submission shall be to the planning director.

(9) The final plat shall be clearly and legibly drawn at a scale no less than one-inch equals 50 feet and shall be on sheets no smaller than 24 inches by 36 inches.

(10) In all other respects the final plat shall conform to the requirements of F.S. ch.177—Plats made for recording, and include the certificate, as specified in this section.

Sec. 121-14. Final Plat certificates.

(a) The following certificates are required for a final plat:

(1). Before a final plat is submitted the subdivider shall have stamped or printed thereon, and signed, substantially as follows:

SURVEYORS CERTIFICATE:

"I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist, and their location, size, type and material adhere to the requirements of Chapter 177 Florida Statutes. _____, 20___.

_____
Registered Land Surveyor"

CERTIFICATE OF FINAL APPROVAL BY THE CITY COMMISSION:

"Pursuant to the provisions of the Fort Pierce City Commission this plat was given Final Approval by the City Commission at a meeting held on _____, 20___.

_____
City Clerk"

OWNER'S ACKNOWLEDGMENT:

(i) Must follow F.S. § 177.081.

(ii) Dedication. In connection with the description there shall be a dedication of the plat by the owners, whose signatures must be witnessed, and their executions of the dedication

must be acknowledged in the same manner as deeds conveying lands are required to be witnessed and acknowledged; and in all cases the title, caption and dedication must agree. In case the dedication is to be made by a corporation then it shall be signed by the president or a vice-president, and by the secretary or an assistant secretary, respectively, of the corporation, by and with the authority of its board of directors.

Sec. 121-15. Design standards.

(a) *Land suitability.* Land that is subject to flooding, periodic inundation, erosion, or otherwise deemed by the city commission to be topographically unsuitable for residential use shall not be developed for such use unless the necessary steps are taken to eliminate such conditions.

(b) *Street access.*

(1) All subdivisions shall have access to publicly dedicated and accepted streets.

(2) Every lot within a platted subdivision shall have access to a publicly dedicated and accepted street.

(3) No subdivision shall be designed so as to completely eliminate street access to adjoining parcels of land.

(c) *Conformity to the comprehensive plan.*

(1) All proposed subdivisions shall conform to the adopted comprehensive plan at the time of plat submission.

(2) When approval of the proposed subdivision will reduce levels of service (LOS) below standards adopted in the comprehensive plan, the subdivider shall mitigate such LOS reductions through reserving and dedicating the necessary additional facilities. Dedications may include school sites, parks, streets, open space, and any other affected facilities. The city commission shall disapprove

any plat where such planned features, as specified by the adopted comprehensive plan, are not incorporated in the subdivision plat.

(d) *Zoning and other regulations.* Whenever there is a discrepancy between the minimum standards noted in these regulations and those contained in the zoning ordinance, or other city ordinances, the most restrictive shall apply.

(e) *Street design.*

(1) The arrangement, character, extent, width, grade, and location of all streets shall conform to the major thoroughfare plan and shall be considered in their relation to existing and planned streets, to topographic conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets.

(2) The arrangement of streets within the subdivision, where not shown on the major thoroughfare plan, shall either:

a. Provide for the continuation or appropriate projection of existing streets in the surrounding area at the same or greater width, but in no case less than the required minimum width; or

b. Conform to a plan approved or adopted by the city commission to meet a particular situation where existing conditions make continuance of existing streets impractical.

(3) Minor streets shall be so laid out that their use by through traffic will be discouraged.

(4) Where a subdivision abuts or contains an existing or proposed major street, the planning board may require marginal access streets to provide for adequate protection of residential properties and to afford separation of through and local traffic.

(5) Right-of-way width. Street right-of-way width shall be as follows:

a. Major street: 100 feet.

b. Collector street: 70 feet.

c. Minor street: 60 feet.

d. Marginal access street: 60 feet.

e. Cul-de-sac:

1. Turnaround radius: 50 feet.
2. Other than turnaround: 50 feet.

(6) Right-of-way exception. Right-of-way requirements in excess of 60 feet shall be reserved for acquisition by the appropriate public body.

(7) Street classifications. All streets shall be classified by the city commission.

(8) Half streets. Half streets or half right-of-way easements for street locations shall not be permitted.

(9) Horizontal curves. Horizontal curves shall be measured at the centerline and have a minimum radius as follows:

a. Major street: As specified in the state department of transportation specifications.
b. Collector street: 300 feet.
c. Minor street: 100 feet.
d. Marginal access street: 100 feet.

(10) Reverse curves. The tangent between reverse curves shall be not less than the following:

a. Major street: as specified in the state department of transportation specifications.
b. Collector street: 100 feet.
c. Minor street: 50 feet.
d. Marginal access street: 50 feet.

(11) Visibility. The minimum visibility, measured between two points in the centerline and above the pavement level shall be:

a. Major street, as specified in the state department of transportation specifications.
b. Collector street: 300 feet.
c. Minor street: 200 feet.
d. Marginal access street: 200 feet.

(12) Street intersections.

a. Street intersections shall be as nearly at right angles as possible, and no intersection shall be at any angle less than 60 degrees.
b. Right-of-way lines at street intersections shall be rounded with a radius of not less than 25 feet.
c. Intersections with centerline offsets of less than 125 feet are prohibited.

(13) Cul-de-sac. The length of a cul-de-sac shall not exceed 700 feet.

(14) Reserve strips. Reserve strips controlling access to streets, or public grounds shall not be permitted unless their control is placed with the city.

(f) *Blocks.*

(1) The length, width, and shapes of blocks shall be determined with due regard to:
a. Provision of adequate building sites suitable to the needs of the type of use contemplated;
b. Zoning requirements as to lot sizes, building sizes and area requirements;
c. Needs for convenient access, circulation, control and safety of street traffic; and
d. Limitations and opportunities of topography.

(2) In general, the length of blocks shall not be greater than 1,000 feet. This requirement may be waived in the case of peculiarly shaped tracts of land.

(3) Blocks shall be wide enough to provide two tiers of lots, except where fronting on major streets or topographic conditions or size of property does not make this requirement practical.

(g) *Lots.*

(1) Insofar as practical, side lot lines shall be perpendicular to street lines. Each lot shall have access to a publicly dedicated street.

(2) Double frontage lots shall be avoided; where used, a planting reservation at least ten feet in width shall be provided along the rear property line. Access through such planting shall be prohibited.

(3) All corner lots shall have a minimum width of 75 feet.

(4) Notwithstanding the provisions of this chapter, all lot dimensions shall conform with the standards contained in the zoning ordinance. In all cases, the most restrictive regulations regarding lot dimensions shall apply.

Sec. 121-16. Required improvements.

(a) *In general.*

(1) Every subdivider at his own expense shall be required to install or have installed the physical improvements specified in this section.

(2) Perimeter street improvements.

a. The city commission shall not waive the provision or installation of street paving but may waive the provision or installation of such portions of these improvements as sidewalks, curbs and gutters by the subdivider on or in streets on the exterior boundary or perimeter of the subdivision.

b. The subdivider may request the city to construct the improvements required and if the city commission agrees, the subdivider shall deposit with the city, cash, a letter of credit, and/or a surety bond for the estimated cost of the improvements as determined by the city engineer which will pay 110 percent of the total cost of the improvements requested on a fully dedicated street. The letter of credit, and/or surety bond shall be allowed for a maximum of two years from the date the subdivision plat was approved by the city commission, and the surety bond is to be secured from a bonding company licensed by the State of Florida, with a Best's financial rating of AAAA or better and a Best's general policy holder's rating of A+.

c. At the time of such deposit, the city commission in consideration thereof, shall officially agree to begin construction of the improvements agreed upon within two years without further cost to the subdivider or future owners of affected property, as to those specific improvements, and the city commission shall specify the approximate dates that such work shall

commence and be completed, and the city shall be thereby officially bound to so perform.

(b) *Street grading.*

(1) All street rights-of-way shall be cleared and graded in accordance with the city standards and specifications.

(2) Finished grades shall be at levels approved by the director of public works.

(c) *Street paving.*

(1) Street pavements shall be installed in accordance to the city standards and specifications.

(2) Paving widths. Street paving widths shall be measured from face of curb to face of curb, and contain the following minimum dimensions:

a. Major street: as specified in official public plans.

b. Collector street: 35 feet.

c. Minor street: 23 feet.

d. Marginal access street: 23 feet.

e. Cul-de-sac (street): 23 feet.

f. Cul-de-sac (radius): 25 feet.

g. Any street divided by a median strip shall have a minimum paving width of 16 feet on each side of the median strip.

(d) *Curbs and gutters.*

(1) Standard curbs and gutters shall be installed on all streets, and to conform to the city standards and specifications.

(2) In the case of streets having median strips, standard curbs and gutters shall be required on the side of the street adjacent to the median strip as well as to the outside of the street.

(e) *Sidewalks.*

(1) Sidewalks shall be installed on both sides of all streets in the subdivision.

(2) The installation of required sidewalks shall be in accordance to the city standards and specifications.

(f) *Water supply.*

(1) A water distribution system shall be installed in accordance to the city utility authority standards and specifications.
(2) All underground main lines and lateral lines to the meter shall be installed prior to the paving of the street.
(3) Private water systems or individual wells are not permitted for domestic use.
(4) When, in the written opinion of the city utility authority, a water supply line is not accessible, an alternate method of supplying water may be provided when in compliance to the state or county health department regulations.

(g) *Sanitary sewage disposal.*
(1) All subdivisions shall be served by sanitary sewers and shall be installed in accordance to the city utility authority standards and specifications.
(2) Whenever a sanitary sewer is required to be installed within the right-of-way of a street, the street shall not be paved without such sewer first being installed and accepted by the city utility authority.
(3) When in the written opinion of the director of city utility authority a public sanitary sewer is not accessible, an alternate method of sewage disposal may be provided when in compliance to the state or county health department regulations.

(h) *Storm drainage.*
(1) Every subdivision shall be served by an appropriate storm drainage control system. All drainage facilities shall conform to the South Florida Water Management District Permit Information Manual, volume IV.
(2) All storm drainage facilities shall be designed to serve the entire drainage area in which these facilities are located.
(3) Storm drainage facilities shall include gutters, ditches, catch basins, culverts, drainage lines and other necessary facilities to assist in the control of storm drainage water.

(i) *Monuments.* All monuments shall conform to standards found in F.S. ch. 177.

(j) *Utilities.*

(1) Utilities shall be installed and maintained only in accordance with the adopted rules and procedures of the city utility authority.
(2) Fire hydrants, when required, shall be installed at the expense of the developer.

Sec. 121-17. Subdivider's bond, etc., to secure construction of improvements; certificate of completion, maintenance of improvements; assumption of maintenance by city.

(a) The subdivider shall file with the finance director a surety bond, letter of credit, cashier's check, or a certified check upon a solvent local bank conditioned to secure the construction of the improvements listed in this chapter in a satisfactory manner in accordance with the plans as approved by the city engineer, and within a period specified by the city commission, such a period not to exceed two years. No such bond, letter of credit, or check shall be accepted unless it be enforceable by or payable to the city in a sum at least equal to the cost of constructing the improvements as estimated by the city engineer and in form with surety and conditions approved by the city attorney. The subdivider shall have the election of providing an escrow account acceptable to the city attorney of an amount to be determined by the city engineer and such conditions for disbursement based upon completion of improvements, if required under the escrow agreement, with all costs of the escrow to be borne by the subdivider. The escrow account shall be with a local bank institution.

(b) Upon completion of all work, the developer's engineer shall submit to the city engineer a certificate of completion stating that all work has been completed in its entirety, that it was constructed under his supervision and that fit conforms to the development plan and these regulations. All releases from affected regulatory agencies shall also be submitted. The written certificate of completion shall be expressed in the following form:

CERTIFICATION

I hereby certify that all of the project improvements required by the City Commission and in accordance with the provisions of Chapter 18, Fort Pierce Code of Ordinances, have been completed on (Project Name) and that I have inspected the construction incrementally in accordance with the requirements of the City of Fort Pierce for public works construction. These improvements conform to the development plans with the following deviations (if any): These deviations will not result in functional or structural problems, other than routine maintenance based on my evaluation and professional opinion.

Certified by: _____

Florida Professional Engineer No. _____

(c) Upon conformation from the city engineer that all improvements are acceptably completed the city commission shall act on conditionally accepting the findings of completion. Acceptance of the improvements shall be conditioned on a one-year and 30-day period, during which time the developer shall maintain all improvements and correct all deficiencies that occur. If the city commission conditionally accepts the improvements, the developer shall provide security in the amount of 15 percent of the cost of the improvements. At the end of the one-year and 30-day period, the city engineer shall report to the city commission on the status of the improvements. If the improvements are satisfactory, the city commission will accept the maintenance of the facilities and the developer will be entitled to the remaining balance of the security amount, if any.

Sec. 121-18. Filing fees.

A fee schedule established by the city commission by resolution shall be paid to the city upon filing of an application.

Sec. 121-19. Chapter amendments—Authorized.

This chapter may be amended from time to time by the city commission; provided, however, that all suggested amendments shall be reviewed by the city planning board and the city commission, and a public hearing shall be held prior to the adoption of any amendment.

Sec. 121-20. Chapter amendments—Public hearing; application fee; procedure.

Whenever a change in this chapter becomes necessary a public hearing shall be required before such change may become lawful. The application fee for a requested change shall be as established by resolution and paid to the city by the applicant. However, if a change in this chapter is initiated by the city commission, the application fee shall be waived. The procedure is as follows:

(1) The department of development shall accept the application for the requested change.
(2) The completed application shall be forwarded to the city planning board and to the city commission by the planning department.
(3) No change to this chapter shall become effective except by ordinance approved by the city commission. Such ordinance shall be adopted at a public hearing after being duly advertised as required by state statutes.

CERTIFICATE OF FINAL APPROVAL BY THE CITY COMMISSION:

"Pursuant to the provisions of the Fort Pierce City Commission this plat was given Final Approval by the City Commission at a meeting held on _____, 20___.

_____

City Clerk"

OWNER'S ACKNOWLEDGMENT:

(i) Must follow F.S. § 177.081.

(ii) Dedication. In connection with the description there shall be a dedication of the plat by the owners, whose signatures must be witnessed, and their executions of the dedication must be acknowledged in the same manner as deeds conveying lands are required to be witnessed and acknowledged; and in all cases the title, caption and dedication must agree. In case the dedication is to be made by a corporation then it shall be signed by the president or a vice-president, and by the secretary or an assistant secretary, respectively, of the corporation, by and with the authority of its board of directors.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-004 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the

St. Lucie News Tribune on Sunday, January 5th, 2025; 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 January 21st, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____of _____, 2025.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Amendment to Chapter 121-Subdivisions

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5rd, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** January 8th, 2025

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Kev Freeman

FROM: Sara Hedges, City Attorney SH

RE: Text Amendment to the Code of Ordinances - Ch 121 Plat Process

CAO RLS FILE: RLS 24-314

DATE: November 27, 2024

I have reviewed the above Request for Legal Services (RLS). This RLS was originally routed back to you to make additional changes with a track changes document of my work at that time. Upon this RLS being rerouted to me, new documents were created. I worked off of the Track Changes document I originally sent you and incorporated the additional changes you made into that document. I also made the following suggested changes:

1. I have changed the language for the planning board to use "recommendation" instead of "determination" to make clear their decision is only a recommendation and not a final decision.
2. The reference to Chapter 177 in Florida Statutes has been changed from Plats to Land Boundaries to accurately reflect the Chapter title.

I have uploaded a Track Changes (Redraft) version and Clean Copy (Redraft) version of this Ordinance to Agenda Quick for your review. Please review the Clean Copy (Redraft) carefully to ensure it accurately captures all of your changes and your intent with this amendment. If so, the Clean Copy (Redraft) version of the Ordinance is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

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City of Fort Pierce Notice of Public Hearing

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Tuesday, January 21st, 2025, and Monday, February 3rd, 2025, at 5.05 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 25-004 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 121 – SUBDIVISIONS TO AMEND THE PLAT PROCEDURES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 25-005 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 111, ARTICLE II, SECTION 111-151 DELEGATION OF REVIEW AUTHORITY TO REVISE THE CERTIFICATE OF APPROPRIATENESS APPROVAL MATRIX; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox Publish: 1/10/2025
January 10 2025
LSAR0212569

City Commission Regular Meeting **12. c.**

Meeting Date: 02/03/2025

Re: Amend Matrix to HPB Approval Matrix

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-005 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 111, Article II, Section 111-151 Delegation of Review Authority to revise the Certificate of Appropriateness (COA) approval Matrix. - SECOND READING

SUMMARY:

Section 111 - Historic Preservation of the City's Code of Ordinances contains a matrix which defines the parameters of staff authority to determine approval or rejection of a Certificate of Appropriateness.

A Certificate of Appropriateness is issued pursuant to this chapter, permitting specified alterations, demolition, new construction, or other work to a designated historic site or for a building within a designated historic district. The proposed amendment sets out the matrix and defines which categories of alteration can be processed at a staff level. The proposed amendments will streamline the processing of applications for COA's, saving time for applicants while retaining the protection of the City's Historic Districts.

RECOMMENDATION:

Staff recommendation is for the City Commission to APPROVE the proposed amendment to the COA Approval Matrix.

ALTERNATIVES:

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

City Attorney Department.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
25-005 ORD
25-005 Revised COA Matrix
25-005 CA Memo
25-005 Business Impact Form
25-005 Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 10:12 AM

Form Started By: Kev Freeman
Started On: 01/08/2025 03:59 PM
Final Approval Date: 01/22/2025

CITY OF FORT PIERCE

CITY COMMISSION

January 21st, 2025

TEXT AMENDMENT: CERTIFICATE OF APPRPROPRIATENESS (COA) MATRIX

SUMMARY

Approval of text amendments to City Code Chapter 111 COA Approval Matrix

BACKGROUND

No building, structure, improvement, landscape feature, or site within the city, which has been designated an historic site or historic district, shall be erected, altered, restored, rehabilitated, excavated, moved or demolished until an application for a certificate of appropriateness regarding any features, landscape features, or site improvements has been submitted and approved pursuant to the Certificate of Appropriateness Procedures

CONTRIBUTING v NONCONTRIBUTING

Contributing building, site, or **structure** means one that adds to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because it was present during the period of significance and possesses historic integrity reflecting its character at that time or is capable of yielding important information about the period, or it independently meets the National Register criteria.

Noncontributing building, site or ***structure*** means one that does not add to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because it was not present during the period of significance; due to alterations, disturbances, additions, or other changes, it no longer possesses historic integrity reflecting its character at that time or is incapable of yielding important information about the period; or it does not independently meet the National Register criteria.

COA MATRIX - SIMPLIFY THE TABLE

*Fort Pierce Certificate Of Appropriateness Approval Matrix*S = Review by Historic Preservation Officer				
	Matrix			
	Contributing		Non-contributing	
Action	Staff	Board	Staff	Board

EXISTING

4 COLUMNS

2 COLUMNS

	Contributing	Non-Contributing
Action	B= Board	S= Staff

PROPOSED

AMENDED MATRIX

	Contributing	Non-Contributing
Action	B= Board	S= Staff
Additions		
1. Not visible from the street and 20 percent or less of the existing building's square footage	S	S
2. All other additions	B	S
Canvas awnings		
1. On main facade	B	S
2. All other facades	S	S
Carports (addition or enclosure)	S	S
Decks, patios, pergolas		
1. With a structure	B	S
2. Without a structure	S	S
3. Not visible from right-of-way	S	S
Demolitions		
1. Ten percent or less of non-historic addition	S	S
2. All other	B	B

FROM HPBOARD TO STAFF

AMENDED MATRIX

	Contributing	Non-Contributing
Action	B= Board	S= Staff
Doors/garage doors		
1. Change in materials or style	S	S
2. Change in openings on the main facade	B	S
3. Change in openings on a secondary facade	S	S
Driveways and sidewalks	S	S
Exterior wall finish		
1. Removal of not historic vinyl/aluminum siding	S	S
2. All other finishes (including painting of an originally unpainted surface)	B	S
Landscaping	S	S
Mechanical systems	S	S

FROM HPBOARD TO STAFF

AMENDED MATRIX

FROM HPBOARD TO STAFF

	Contributing	Non-Contributing
Action	B= Board	S= Staff
New construction	B	B
Painting	S	S
Parking	S	S
Pools	S	S
Porches		
1. Open an enclosed porch	B	S
2. Enclose a porch	B	S
Relocation of Primary Structure	B	B
Roof		
1. Same material and shape	S	S
2. Change in material	S	S
3. Change in shape	B	B
Signs	S	S
Sheds		
1. Custom designed for the site	S	S
2. Prefabricated	B	B

AMENDED MATRIX

	Contributing	Non-Contributing
Action	B= Board	S= Staff
Shutters		
1. Removable Shutters	S	S
2. Permanent Shutters	S	S
Site walls and fences		
1. Walls or fences behind or equal to front facade	S	S
2. Walls or fences in front of front facade	B	S
Windows		
1. Same materials, style and size	S	S
2. Change in materials or style	S	S
3. Change in openings on the main facade	B	S
4. Change in openings on a secondary facade	S	S
Zoning Change	B	S

FROM HPBOARD TO STAFF

RECOMMENDATION

Staff recommendation is for the City Commission to APPROVE the proposed amendment to the COA Approval Matrix.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

ORDINANCE NO. 25-005

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA **CHAPTER 111, ARTICLE II, SECTION 111-151 DELEGATION OF REVIEW AUTHORITY** TO **REVISE THE CERTIFICATE OF APPROPRIATENESS APPROVAL MATRIX**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, amendment to Section 111-151 of the City Code of Ordinances is necessary in order to ensure the certificate of appropriateness review matrix facilitates a greater level of efficiency within the review process for all parties for such applications; and,

WHEREAS, the Historic Preservation Ordinance has been amended from time to time, and

WHEREAS, in 2009, pursuant to Ordinance No. L-77, a Certificate of Appropriateness Approval Matrix was adopted; and

WHEREAS, the Certificate of Appropriateness Approval Matrix has remained unchanged since its enactment; and

WHEREAS, amendment to the Certificate of Appropriateness Approval Matrix is necessary to facilitate a greater level of efficiency within the review process for all parties for such applications; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Article II. Historic Preservation Ordinance, Division 4. Certificate of Appropriateness, Sec. 111-151 delegation of review authority, is hereby amended, so the same shall read as follows:

ARTICLE II. HISTORIC PRESERVATION ORDINANCE

DIVISION 4. CERTIFICATE OF APPROPRIATENESS

Sec. 111-149. Required.

No building, structure, improvement, landscape feature, or site within the city, which has been designated an historic site or historic district, shall be erected, altered, restored, rehabilitated, excavated, moved or demolished until an application for a certificate of appropriateness regarding any features, landscape features, or site improvements has been submitted and approved pursuant to the procedures in this chapter. Features shall include, but not be limited to, the architectural style, scale, massing, siting, general design and general arrangement of the exterior of the building or structure, including the type, style and color of roofs, windows, doors and appurtenances. Architectural features shall include when applicable, interior spaces where interior designation has been given pursuant to this chapter. Landscape features and site improvements shall include, but shall not be limited to, site re-grading, subsurface alterations, fill, paving, landscaping, walls, fences, courtyards, signs and

exterior lighting. No certificate of appropriateness shall be approved unless architectural plans for such construction, alterations, excavation, restoration, rehabilitation, relocation or demolition are approved by the historic preservation board.

Sec. 111-150. Forms and fees.

Applications for certificates of appropriateness must be made on forms approved and provided by the historic preservation board and must be submitted with a processing fee in the amount established by resolution (payable to the city) to the historic preservation officer.

Sec. 111-151. Delegation of review authority.

The historic preservation board may delegate to the historic preservation officer the authority to review and grant certificates of appropriateness without referral to the board and without a public hearing in the case of certain applications, which would normally be subject to board review, which the board shall determine in advance.

(1) Delegation matrix for administrative approval. The board may delegate to the historic preservation officer the authority to administratively review and grant a certificate of appropriateness without formal action by the board. This delegation of review shall be depicted in an historic preservation board certificate of appropriateness approval matrix (the matrix). The matrix will indicate whether such features may be administratively reviewed or if board review is required. The board shall recommend changes to the historic preservation board certificate of appropriateness approval matrix at any time as needed, and any changes shall be approved by the city commission.

(2) If the historic preservation officer does not grant administrative approval of an application, the application will be referred to the board for review. Any applicant may request referral to the board rather than administrative review. An application referred by the division or an applicant will be considered in accordance with the application review schedule contained in this section.

~~*Fort Pierce Certificate Of Appropriateness Approval Matrix* S = Review by Historic Preservation Officer~~				
	~~Matrix~~			
	~~Contributing~~		~~Non-contributing~~	
~~Action~~	~~Staff~~	~~Board~~	~~Staff~~	~~Board~~
~~Additions~~				
~~1. Not visible from the street and 20 percent or less of the existing building's square footage~~		~~X~~	~~S~~	
~~2. All other additions~~		~~X~~		~~X~~
~~Canvas awnings~~				
~~1. On main facade~~		~~X~~		~~X~~
~~2. All other facades~~		~~S~~		~~S~~
~~Carports (addition or enclosure)~~	~~S~~		~~S~~	
~~Decks, patios, pergolas~~				
~~1. With a structure~~		~~X~~	~~S~~	

2. Without a structure	S		S	
3. Not visible from right-of-way	S		S	
Demolitions				
1. Ten percent or less of non-historic addition	S		S	
2. All other		X		X
Doors/garage doors				
1. Same materials, style and size	S		S	
2. Change in materials or style	S		S	
3. Change in openings on the main facade		X		X
4. Change in openings on a secondary facade		X	S	
Driveways and sidewalks	S		S	
Exterior wall finish				
1. Removal of not historic vinyl/aluminum siding	S		S	
2. All other finishes (including painting of an originally unpainted surface)		X	S	
Landscaping	S		S	
Mechanical systems causing an effect	S		S	
New construction		X		X
Painting	S		S	
Parking	S		S	
Pools		X	S	
Porches				
1. Open an enclosed porch	S		S	
2. Enclose a porch on the main facade		X		X
3. Enclose a porch on a secondary facade			S	
Relocation		X	S	
Roof				
1. Same material and shape	S		S	
2. Change in material	S		S	
3. Change in shape		X		X
Signs	S		S	
Sheds				

~~1. Custom designed for the site~~	~~S~~		~~S~~	
~~2. Prefabricated~~		~~X~~		~~X~~
~~Shutters~~				
~~1. Removable Shutters~~	~~S~~		~~S~~	
~~2. Permanent Shutters (visible)~~	~~S~~		~~S~~	
~~3. Permanent Shutters (not visible)~~	~~S~~		~~S~~	
~~Site walls and fences~~				
~~1. Walls or fences behind or equal to front facade~~	~~S~~		~~S~~	
~~2. Walls or fences in front of front facade~~		~~X~~		~~X~~
~~Windows~~				
~~1. Same materials, style and size~~	~~S~~		~~S~~	
~~2. Change in materials or style~~	~~S~~		~~S~~	
~~3. Change in openings on the main facade~~		~~X~~		~~X~~
~~4. Change in openings on a secondary facade~~		~~X~~	~~S~~	
~~Zoning-change in use~~		~~X~~		~~X~~

Fort Pierce Certificate Of Appropriateness (COA) Approval Matrix Review by Historic Preservation Officer		
	Contributing	Non-Contributing
Action	B= Board S= Staff	
Additions		
1. Not visible from the street and 20 percent or less of the existing building's square footage	S	S
2. All other additions	B	S
Canvas awnings		
1. On main facade	B	S
2. All other facades	S	S
Carports (addition or enclosure)	S	S
Decks, patios, pergolas		
1. With a structure	B	S
2. Without a structure	S	S
3. Not visible from right-of-way	S	S

Demolitions		
1. Non-historic addition	S	S
2. All other	B	B
Doors/garage doors		
1. Change in materials or style	S	S
2. Change in openings on the main facade	B	S
3. Change in openings on a secondary facade	S	S
Exterior wall finish		
1. Removal of not historic vinyl/aluminum siding	S	S
2. All other finishes (including painting of an originally unpainted surface)	B	S
Mechanical systems if visible from the street	S	S
New construction	B	B
Painting	S	S
Porches		
1. Open an enclosed porch	B	S
2. Enclose a porch	B	S
Relocation of Primary Structure	B	B
Roof		
1. Change in material	S	S
2. Change in shape	B	S
Signs	S	S
Sheds		
1. Custom designed for the site	S	S
2. Prefabricated	B	S
Shutters		
1. Removable Shutters	S	S
2. Permanent Shutters	S	S
Site walls and fences		
1. Walls or fences behind or equal to front facade	S	S
2. Walls or fences in front of front facade	B	S
Windows		
1. Change in materials or style	S	S

2. Change in openings on the main facade	B	S
3. Change in openings on a secondary facade	S	S
Zoning Change	B	S

Sec. 111-152. Pre-application conference.

Before submitting an application for a certificate of appropriateness, an applicant may confer, at such applicant's election, with the historic preservation officer to obtain information and guidance before entering into binding commitments or incurring substantial expense in the preparation of plans, surveys and historic data. The purpose of such conference is to further discuss and clarify preservation objectives and design guidelines. In no case, however, shall any statement or representation made prior to completion of official application review be binding on the city.

Sec. 111-153. Guidelines for review and issuance.

(a) *Standards adopted.* The U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties are hereby adopted as the standards by which applications for any certificate of appropriateness are to be measured and evaluated. In adopting these guidelines, it is the intent of this chapter to promote the proper maintenance, restoration, preservation, rehabilitation, or reconstruction appropriate to the property, and compatible contemporary designs which are harmonious with the exterior architectural and landscape features of neighboring buildings, sites and streetscapes. From time to time, the board may adopt additional standards to preserve and protect special features unique to the city. Based on the Secretary of the Interior's Standards for the Treatment of Historic Properties, the designation report, a complete application, any additional plans, drawings, photographs, and samples of materials to fully describe the proposed project, the historic preservation board may approve or deny the application for a certificate of appropriateness.

(b) *Green energy design guidelines for historic structures and districts.* The following process shall be followed to implement proposed energy efficient modifications to historic structures. The regulatory tool to apply this section shall be the Sustainable Preservation: Assessment and Design Tool, which includes a detailed assessment chart and specific design standards as adopted by the city commission, or thereafter amended to integrate new design options necessitated by changing technologies.

(1) *Assess the functionality of historic components of a building and/or district.* Prior to proposing exterior modifications to enhance the efficiency of an historic building, the existing historic components of the structure shall be assessed for functionality and condition. An assessment tool for property owners' use shall be available at the planning department. This assessment shall be presented to the historic preservation officer with an application for a certificate of appropriateness for the proposed modifications.

(2) *Identify the most appropriate new technology for additional energy efficiency.* A three-tier system of green energy design guidelines shall provide thresholds for review and approval of proposed modifications, consisting of the following:

a. *Tier one. Maintenance, repair, and upgrades of historic design components.* Tier one modifications include interior alterations and maintenance and repair of original materials to maximize their inherent energy-efficiency. Tier one alterations do not require a certificate of appropriateness unless designated for interior historic significance,

however, owners are encouraged to schedule a voluntary consultation with the historic preservation officer to identify possible issues prior to any work.

b. *Tier two. Historically-appropriate sustainability upgrades.* Tier two modifications impact the exterior of the historic structure but may be appropriate if the proposed work meets the Secretary of the Interior's Standards for Rehabilitation. These standards include review of the design of the structure, historic designation, site, surrounding landscape and design of surrounding structures, as well as the proposed type, material, design, and color of the alteration. Two alterations can be approved with an administrative certificate of appropriateness.

c. *Tier three. Historically-inappropriate sustainability upgrades.* Tier three modifications propose invasive changes to an historic structure or district, are frequently not consistent with the Secretary of the Interior's Standards for Rehabilitation and, as such, are not recommended. Tier three options require approval through a certificate of appropriateness issued by the historic preservation board. Options listed under this tier shall not receive a staff recommendation for approval unless all reasonable efforts have been made to address sustainability with maintenance and upgrades found under tier one and tier two.

Sec. 111-154. Time limit and decision of board.

The historic preservation board shall act upon an application within 60 days of receipt of a completed application, unless it is a certificate which may be issued by the historic preservation officer, in which case the certificate may be issued within ten days. The board shall approve, approve in modified form, or deny an application. The board may suspend action on the application for a period not to exceed 30 days in order to seek technical advice from outside its members or to meet further with the applicant to revise or modify the application. The findings of the board shall be mailed to the applicant within ten days of the board's decision accompanied by a statement in full regarding the board's decision. In the event the board denies any completed application the applicant may appeal the board's decision to the city commission in the manner provided for in this chapter.

Sec. 111-155. Records.

The decision of the historic preservation board shall be issued in writing. Evidence of approval of the application shall be the issuing of a certificate of appropriateness by the board or the board's designated staff to the applicant. Notice in writing of the board's decision shall be given to the applicant and the director of the department of development. When an application is denied, the board's notice shall provide an adequate written explanation of its decision. The board shall keep a written record showing its action on each question considered.

Sec. 111-156. Changes in approved work.

Any change in work proposed subsequent to the issuance of a certificate of appropriateness shall be reviewed by the board's staff. If the board's staff finds that the proposed change does not materially affect the historic character, or the proposed change is in accord with approved guidelines, standards, and the certificate that was previously approved, staff may approve the change and amend the current certificate of appropriateness. If the proposed change is not in accordance with guidelines, standards, or the certificate of appropriateness previously approved by the board, a new certificate of appropriateness shall be required.

Sec. 111-157. Demolition.

Review of any certificate of appropriateness for demolition shall be in accordance with criteria set forth in this section. Denial of an application for demolition shall be evidenced by written order detailing the public interest which is sought to be preserved.

(1) The board may grant a certificate of appropriateness to demolish with a deferred effective date of up to 18 months from the date of the board's decision at a public hearing. The effective date shall be determined by the board based upon the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. During the demolition deferral period, the board may take such steps as it deems necessary to preserve the structure in accordance with the purposes of this chapter. Such steps may include, but shall not be limited to, consultation with civic groups, public agencies and interested persons, recommendations for acquisition of property by public or private bodies or agencies, and exploration of the possibility of moving one or more structures or other features. After the specified expiration date of the deferred certificate of appropriateness a demolition permit shall be issued if requested by the applicant.

(2) In connection with any certificate of appropriateness for demolition of buildings or improvements, the board may encourage the salvage and preservation of building materials or architectural details and ornaments, fixtures and the like for re-use in restoration of other historic properties. The board may also require, at the owner's expense and prior to demolition, the recording of the building for archival purposes by photographs.

(3) In addition to all other provisions of this chapter, the board shall consider the following criteria in evaluating applications for a certificate of appropriateness for demolition of designated sites or buildings within a designated historic district:

a. Is the structure of such interest or quality that it would reasonably meet national, state or local criteria for designation as a significant historic or architectural site or structure?

b. Is the structure of such design, craftsmanship or material that it could be reproduced only with great difficulty, expense, or undue economic hardship?

c. Is the structure one of the last remaining examples of its kind in the city, county or region?

d. Does the structure contribute significantly to the historic character of a designated district?

e. Would retention of the structure promote the general welfare of the city by providing an opportunity for study of local history, architecture and design or by developing an understanding of the importance and value of a particular culture and heritage?

f. Are there definite plans for re-use of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area?

(4) Affirmative maintenance. A property owner shall not permit a structure or a structure within an historic district to fall into a state of disrepair which may result in the deterioration of exterior appurtenance or architectural features so as to produce or tend to produce, in the judgment of the historic preservation board, a detrimental effect upon the character of the district as a whole or the life and character of the structure in question. If the historic preservation board finds a designated historic structure has been deliberately neglected, the board may refer the property to the department of building and code enforcement for immediate attention and may be subject to code violation fines in addition to the penalties in accordance with section 23-67.

Sec. 111-158. Moving existing structures.

A designated structure or one which is located in an historic district, may not be relocated except upon approval of a certificate of appropriateness. In considering such certificate the board shall determine whether any reasonable alternative is available for preserving the improvement or structure on its original site and whether the proposed relocation-site is compatible with the historic and architectural integrity of the improvement or structure.

Sec. 111-159. Removal or destruction of existing landscape features.

(a) No certificate of appropriateness shall be granted for removal, relocation, concealment or effective destruction by damage of any landscape features or sites especially designated as significant within the boundaries of an historic site or historic district unless one or more of the following conditions exist:

(1) The designated landscape feature or site is located in the buildable area or yard area where a structure may be placed and unreasonably restricts the permitted use of the property;

(2) The designated vegetation is inappropriate in an historical context or otherwise detracts from the character of a district;

(3) The designated vegetation is diseased, injured or in danger of falling and reasonably interferes with utility service, creates unsafe vision clearance or conflicts with other applicable laws and regulations.

(b) As a condition for issuance of the certificate of appropriateness, the applicant may be required to relocate or replace designated vegetation.

Sec. 111-160. Certificate to dig.

(a) Within an archaeological zone, new construction, filling, digging, the removal of trees, or any other activity that may alter or reveal an interred archaeological site shall be prohibited without a type of certificate of appropriateness called a certificate to dig. All applications to the city involving new construction, large-scale digging, the removal of trees or any other activity that may reveal or disturb an interred archaeological site, in an archaeological zone shall require a certificate to dig before approval. The certificate to dig may be made subject to specified conditions, including, but not limited to, conditions regarding site excavation. In order to comply with this requirement, the city may require the applicant to conduct an archaeological excavation by an archaeologist approved by the city. The excavation shall take place during the time of the approval of the certificate to dig until the effective date thereof. The review and notification time limits for these certificates shall be the same as for a regular certificate of appropriateness.

(b) Approved certificates to dig shall contain an effective date not to exceed 60 days at which time the proposed activity may begin, unless the board decides to designate the site in question as an individual site or district pursuant to this chapter in which all the rules and regulations pertaining to the designation process shall apply from the date the designation report has been filed.

Sec. 111-161. Building permits not to be issued.

No building permit shall be issued by the building official which affects any designated property in the city without a certificate of appropriateness.

Sec. 111-162. Compliance of work with certificate standards.

All work performed pursuant to the issuance of any certificate of appropriateness shall conform to the requirements of the certificate. The city manager or the code compliance division shall designate an appropriate official to assist the board by making necessary inspections in connection with enforcement of this chapter and the inspector shall be empowered to issue a stop-work order if performance is not in accordance with

the issued certificate. No work shall proceed as long as a stop-work order continues in effect. Copies of inspection reports shall be furnished to the board and copies of any stop-work orders shall be furnished to both the board and the applicant. The building official and staff for the board shall be responsible for ensuring that any work not in accordance with an issued certificate of appropriateness shall be corrected to comply with the certificate of appropriateness prior to withdrawing the stop-work order.

Sec. 111-163. Emergency, temporary measures.

For the purpose of remedying emergency conditions determined to be dangerous to life, health or property, nothing contained herein shall prevent the making of any temporary construction, reconstruction or other repairs to a building or site, pursuant to an order of a government agency or a court of competent jurisdiction. The owner of a building damaged by fire or natural calamity shall be permitted to stabilize the building immediately without board approval, and to rehabilitate it later under the normal review procedures in this chapter.

Sec. 111-164. Power of review.

The board shall have the authority to review applications for certificates of appropriateness for all property in the city, however owned, by either private or public parties. The purpose of this chapter shall apply equally to plans, projects or work executed or assisted by any private party, governmental body or agency, department, authority or board of the city, county, or state.

Secs. 111-165—111-181. Reserved.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of

Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-NNN was duly advertised in the St. Lucie News Tribune on Sunday, January 5th, 2025; 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 January 21st, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____day of _____, 2025.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

LINDA W. COX

(CITY SEAL)

	Contributing	Non-Contributing
Action	B= Board	S= Staff
Additions		
1. Not visible from the street and 20 percent or less of the existing building's square footage	S	S
2. All other additions	B	S
Canvas awnings		
1. On main facade	B	S
2. All other facades	S	S
Carports (addition or enclosure)	S	S
Decks, patios, pergolas		
1. With a structure	B	S
2. Without a structure	S	S
3. Not visible from right-of-way	S	S
Demolitions		
1. Ten percent or less of non-historic addition	S	S
2. All other	B	B
Doors/garage doors		
1. Change in materials or style	S	S
2. Change in openings on the main facade	B	S
3. Change in openings on a secondary facade	S	S
Driveways and sidewalks	S	S
Exterior wall finish		
1. Removal of not historic vinyl/aluminum siding	S	S
2. All other finishes (including painting of an originally unpainted surface)	B	S
Landscaping	S	S
Mechanical systems	S	S

New construction	B	B
Painting	S	S
Parking	S	S
Pools	S	S
Porches		
1. Open an enclosed porch	B	S
2. Enclose a porch	B	S
Relocation of Primary Structure	B	B
Roof		
1. Same material and shape	S	S
2. Change in material	S	S
3. Change in shape	B	B
Signs	S	S
Sheds		
1. Custom designed for the site	S	S
2. Prefabricated	B	B
Shutters		
1. Removable Shutters	S	S
2. Permanent Shutters	S	S
Site walls and fences		
1. Walls or fences behind or equal to front facade	S	S
2. Walls or fences in front of front facade	B	S
Windows		
1. Same materials, style and size	S	S
2. Change in materials or style	S	S
3. Change in openings on the main facade	B	S
4. Change in openings on a secondary facade	S	S

Zoning Change	B	S

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	KEV FREEMAN, PLANNING DIRECTOR, PLANNING DEPARTMENT
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW AMENDMENT TO HISTORIC PRESERVATION ORDINANCE 111-151 – CERTIFICATE OF APPROPRIATENESS APPROVAL MATRIX
CAO RLS FILE:	24-371
DATE:	OCTOBER 22, 2024

This Request for Legal Services (RLS) asks the City Attorney's Office to review a draft ordinance amending the Historic Preservation Ordinance at Code Section 111-151. The amendment revises the Certificate of Appropriateness Approval Matrix (the "Matrix"), shifting review authority for thirteen actions from the Board to Staff and shifting review authority for two actions from the Staff to the Board.

I made the following changes to the draft ordinance submitted:

- Added three WHEREAS clauses to give a more comprehensive history of the City's Historic Preservation Ordinance.

  ** Please fill in the date in the first clause (the date the Historic Preservation Ordinance was originally adopted).

- Changed the reviewing board from the Planning Board to the Historic Preservation Board.
- Revised Section 1 – deleted code sections that are unchanged by this amendment.
- Revised the Matrix for clarity and readability by adding letters to the headings and indenting the subheadings.

I have uploaded a redline version of the Ordinance so you can review my changes. For your convenience, I also uploaded a "changes accepted" version. Upon your acceptance of the changes, completion of the missing date in the first Whereas clause, and completion of the missing information in the fifth Whereas clause (Historic Preservation Board approval/recommendation), the Ordinance is approved as to form and correctness.

** It is my understanding that the City of Fort Pierce is a Florida State Certified Local Government and that pursuant to the CLG Guidelines, any amendment to the Historic Preservation Ordinance must be submitted to the State Historic Preservation Officer for review and comment at least 30 days prior to the date scheduled for adoption. If my understanding is correct, this Office trusts staff to obtain any necessary approvals from the State.

If you have any questions about how to proceed, please do not hesitate to contact this office.

/ahd

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Amendment to Chapter 111 – Historic Preservation COA Matrix

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5rd, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** January 8th, 2025

City Commission Regular Meeting **12. d.**

Meeting Date: 02/03/2025

Re: Becker Preserve FLUMA

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance No. 25-010: An Ordinance by the City Commission of the City of Fort Pierce, Florida; amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 3398 Selvitz Road, from City of Fort Pierce (RL) Low Density Residential to City of Fort Pierce (CO) Conservation and Open Space; Parcel (IDS): 2430-411-0001-000-6 and 2429-321-0003-000-0. SECOND READING

SUMMARY:

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from RL, Low Density Residential to CO, Conservation and Open Space.

The applicant is proposing to amend the Future Land Use Map from RL, Low Density Residential to CO, Conservation and Open Space for compliance with the Florida Communities Trust (FCT) grant award agreement. The applicant has a concurrent application to rezone the properties from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone. The requested rezoning and future land use amendments to conservation open space are to reflect the properties current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

ALTERNATIVES:

- Approval with alternative changes
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-010
Staff Presentation
Staff Report
Application Supporting Documents
Public Notice Certification
CA - Memo 24-465
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 10:10 AM

Form Started By: Vennis Gilmore
Started On: 01/08/2025 01:47 PM
Final Approval Date: 01/22/2025

ORDINANCE NO. 25-010

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 3398 SELVITZ ROAD, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (CO) CONSERVATION AND OPEN SPACE;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. 19-033, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3187, Florida Statutes; and

WHEREAS, the subject properties comprise the following two (2) parcels 2430-411-0001-000-6 and 2429-321-0003-000-0 and are generally located at or near 3398 Selvitz Road, within the City of Fort Pierce, Florida, representing approximately 12.357 acres of land more or less; and

WHEREAS, the subject properties are generally located at or near 3398 Selvitz Road, are presently designated RL, Low Density Residential; and

WHEREAS, a map depicting the subject properties is attached as **"Exhibit A"** hereto; and

WHEREAS, the applicant seeks a Future Land Use Map Amendment of the subject properties from RL, Low Density Residential to CO, Conservation and Open Space; and

WHEREAS, the proposed Future Land Use Map Amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 9th, 2024, meeting, voted 4 to 0 to recommend approval of the proposed Future Land Use Map Amendment for these parcels; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

> From and after the effective date hereof, the following properties legally described as:
>
> Parcel ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0
>
> LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 3316, PAGE 2019)
>
> THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH; RANGE 40 EAST, LYING SOUTH OF TEN MILE CREEK, SUBJECT TO CANAL RIGHT-OF-WAY OVER THE WEST 48 FEET THEREOF; ALSO THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING SOUTH OF TEN MILE CREEK, SUBJECT TO CANAL RIGHT-OF-WAY OVER THE WEST 48 FEET THEREOF; ALSO THAT PART OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE FOR SELVITZ ROAD AS IT PRESENTLY EXISTS, SUBJECT TO A CANAL RIGHT-OF-WAY OVER THE EAST 48 FEET THEREOF, ALL OF THE ABOVE BEING IN ST. LUCIE COUNTY, FLORIDA.
>
> CONTAINING: 12.357 ACRES, MORE OR LESS

Said properties being generally located at or near 3398 Selvitz Road, in Fort Pierce, Florida shall be, and the Future Land Use Designation is hereby changed from RL, Low Density Residential, to CO, Conservation and Open Space, as depicted on **Exhibit "A"**, attached hereto, and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-010 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on January 5th, 2025; 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 January 21st, 2025; and was duly introduced, read by title only, and passed on second and final reading February 3rd, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 4th day of February 2025.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

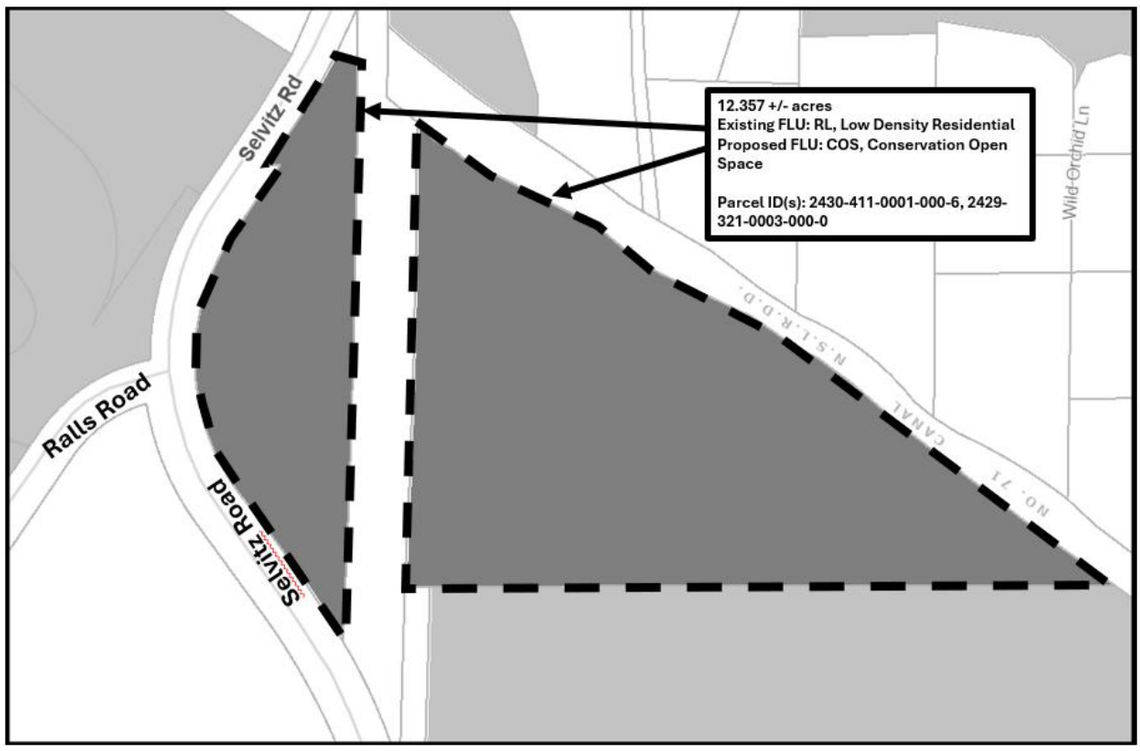
_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Future Land Use

Conservation and Open Space, CO



CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 21st, 2025

Becker Preserve – FLUMA

3398 Selvitz Road

(2430-411-0001-000-6, 2429-321-0003-000-0)

APPLICANT

Jennifer McGee, St. Lucie County Environmental Resources

OWNER

St. Lucie County

PARCEL ID #(S):

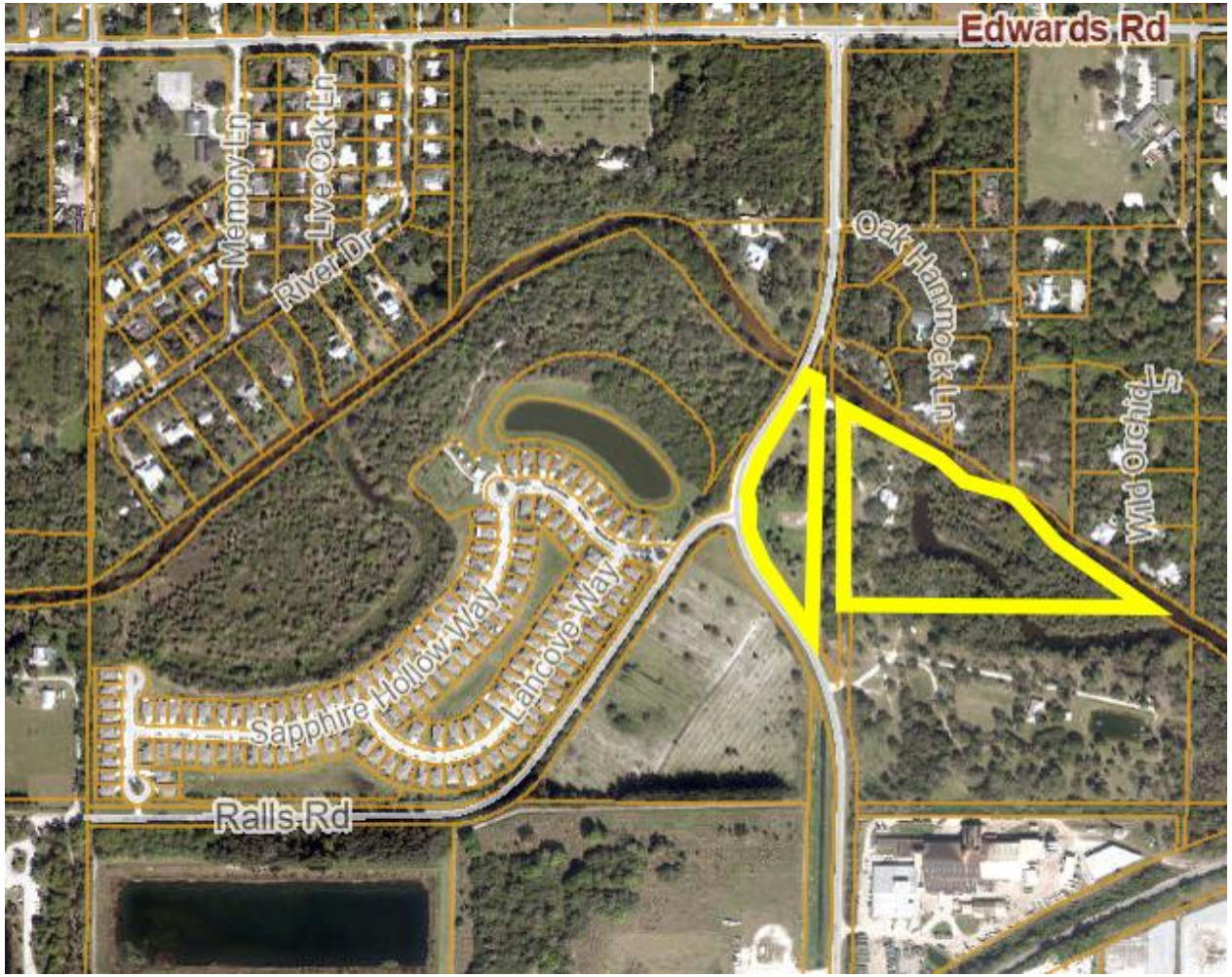
2430-411-0001-000-6, 2429-321-0003-000-0

SUMMARY

Request for review of application for a Future Land Use Map Amendment of two (2) parcels of land to change the Future Land Use designation from Low Density Residential (RL) to Conservation and Open Space (CO).

The applicant is proposing to amend the Future Land Use Map from RL, Low Density Residential to CO, Conservation and Open Space for compliance with the Florida Communities Trust (FCT) grant award agreement.

SITE LOCATION



SITE AREA= 12.357 +/- Acres

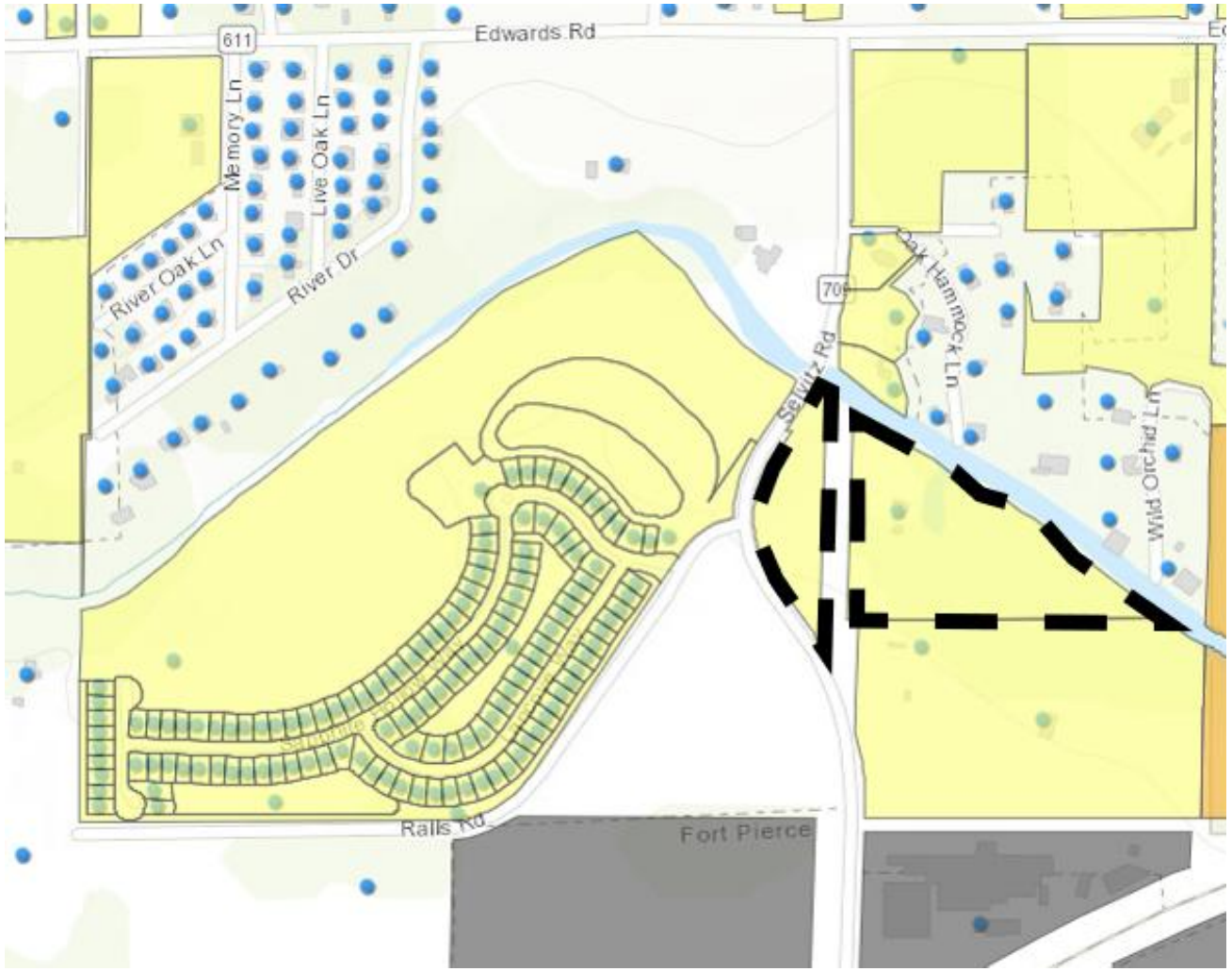
TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed FLUMA with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

EXISTING/PROPOSED FLU

Current FLU:
RL, Low Density Residential

Proposed FLU:
CO, Conservation and Open Space



EXISTING/PROPOSED - ZONING

Current Zoning:
R-1, Single-Family Low Density Zone

Proposed Zoning:
OS-2, Conservation Open Space Zone



FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - BECKER PRESERVE

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	12.357	538,270.9

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	LOW DENSITY RESIDENTIAL (RL)	6.5	80	0.0	0.0 SQ.FT
PROPOSED	CONSERVATION AND OPEN SPACE (CO)	0	0	0.25	0.0 SQ.FT
	INCREASE / (DECREASE)		(80)		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

PB RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff recommends APPROVAL of the proposed FLUMA.

- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **<u>Alternative actions of the City Commission:</u>**

- Approval with changes.

or

- Disapproval

CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 21st, 2025

Becker Preserve – FLUMA

3398 Selvitz Road

(2430-411-0001-000-6, 2429-321-0003-000-0)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **BECKER PRESERVE FUTURE LAND USE MAP AMENDMENT (SMALL-SCALE) – PROJECT #: PZFLU2024-00003**

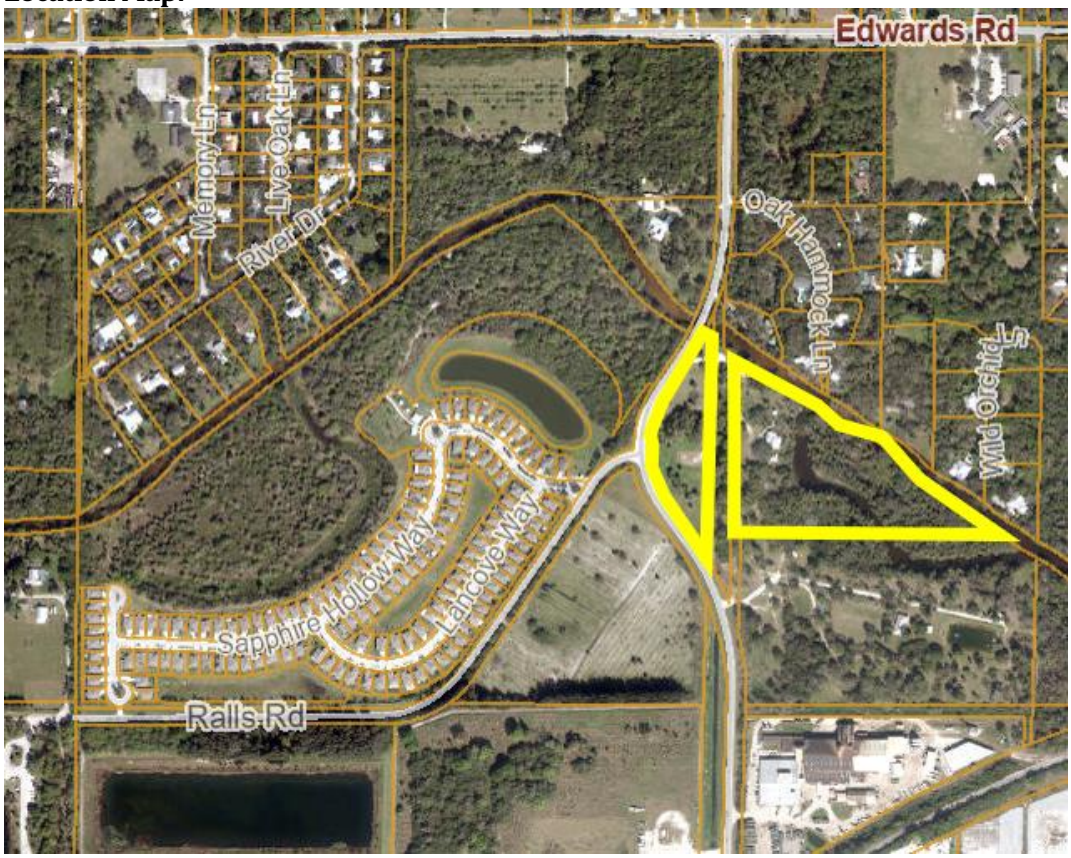
REVIEWER: **VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR**

DATE: **JANUARY 8, 2025**

STAFF REPORT

Applicant/Representative:	Jennifer McGee, St. Lucie County Environmental Resources
Owner:	St. Lucie County
Requested Action:	Review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from RL, Low Density Residential to CO, Conservation and Open Space.
Location:	At or near 3398 Selvitz Road
Parcel IDs:	2430-411-0001-000-6, 2429-321-0003-000-0
Current Zoning:	R-1, Single-Family Low Density Zone
Proposed Zoning:	OS-2, Conservation Open Space Zone
Current Future Land Use:	RL, Low Density Residential
Proposed Future Land Use:	CO, Conservation and Open Space

Location Map:



Future Land Use Map:



Zoning Map:



Surrounding Zoning:

North	East	South	West
R-1/RS-3 (SLC)	R-1/RS-3 (SLC)	R-1	PD/AR-1 (SLC)

Surrounding Future Land Use:

North	East	South	West
RL/RU	RL/RU	RL	RL/RU

Site Area: **+/-** 12.357 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from RL, Low Density Residential to CO, Conservation and Open Space.

The applicant is proposing to amend the Future Land Use Map from RL, Low Density Residential to CO, Conservation and Open Space for compliance with the Florida Communities Trust (FCT) grant award agreement. The applicant has a concurrent application to rezone the properties from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone. The requested rezoning and future land use amendments to conservation open space are to reflect the properties current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

Existing Conditions
Currently the land consists of a preserve with a St. Lucie County Environmental Resources office space.

Comprehensive Plan – Future Land Use Comparison

FLU COMPARISON - BECKER PRESERVE

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	12.357	538,270.9

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	LOW DENSITY RESIDENTIAL (RL)	6.5	80	0.0	0.0 SQ.FT
PROPOSED	CONSERVATION AND OPEN SPACE (CO)	0	0	0.25	0.0 SQ.FT
	INCREASE / (DECREASE)		(80)		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

The subject property is designated as a City Future Land Use of Low Density Residential (RL). The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

The subject property is classified with a City Zoning of R-1, Single-Family Low Density Zone. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available.

The proposed Future Land Use designation is CO, Conservation and Open Space. The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.

The proposed Zoning classification is OS-2, Conservation Open Space Zone. The Conservation Open Space (OS-2) Zone is for areas containing important natural environmental features which pose severe limitations on their suitability for development. It is the intent of the zone to retain to open character of the zone wherever possible by limiting the uses primarily to conservation, low intensity recreation and other compatible uses. Due to the sensitive environmental character of areas in the district, many users are allowed as conditional uses.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Future Land Use Map Amendment with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the Future Land Use Map Amendment.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff Recommendation:
Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

LEGAL DESCRIPTION

That part of the Northwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was June 14, 2011.
4) Overall parcel contains 12.357 Acres, more or less.
5) Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
6) Bearings shown hereon are relative to the West right-of-way line of Canal No. 100 having a bearing of N01°18'08"E.
7) Elevations shown hereon are based on St. Lucie County Benchmark "Donna", having a published elevation of 14.031 feet and referenced to the North American Vertical Datum of 1988 (NAVD 1988).
8) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
9) Said described property is located within an area having a Flood Zone Designation "X", and "AE", on Flood Rate Map No.12111C0188 F with a date of identification of August 19, 1991, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
11) Right-of-way information for Selvitz Road (S-611-B) taken from Florida Department of Transportion Map No. Section 94631-2605.
12) Chicago Title Insurance Company Commitment Order Number 08-1077 dated January 03, 2011 @ 8:00 AM, was incorporated into this survey.
13) The Mean High Water Elevation as shown hereon was established by extending the elevation shown at Mean High Water Interpolation Point No. 915. The horizontal location of the mean high water was determined by using conventional surveying methods. This mean high water survey complies with Chapter 117, Part II, Florida Statues.

Exceptions:
1-4. Not a survey matter.

5) Easements granted to Florida Power and Light Company as recorded in Official Records Book 226, Page 1254, and Official Records Book 237, Page 2800, of the Public Records of St. Lucie County, Florida. Affects subject property, shown hereon. Unable to draw with directions and distances called for in description. Easement depicted hereon using controlling calls for right-of-way lines.

6) Provisions unto the City of Fort Pierce to maintain electric transmission and distribution lines as recorded in Deed Book 133, Page 287, of the Public Records of St. Lucie County, Florida. Affects subject property as to Section 30, not plottable.

7) Annexation Agreement to the Fort Pierce Utilities Authority as recorded in Official Records Book 912, Page 2117, of the Public Records of St. Lucie County, Florida. Affects subject property, not plottable.

8) Terms, Covenants, Conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s). Not a survey matter.

9) Riparian and littoral rights are neither guaranteed nor insured. Not a survey matter.

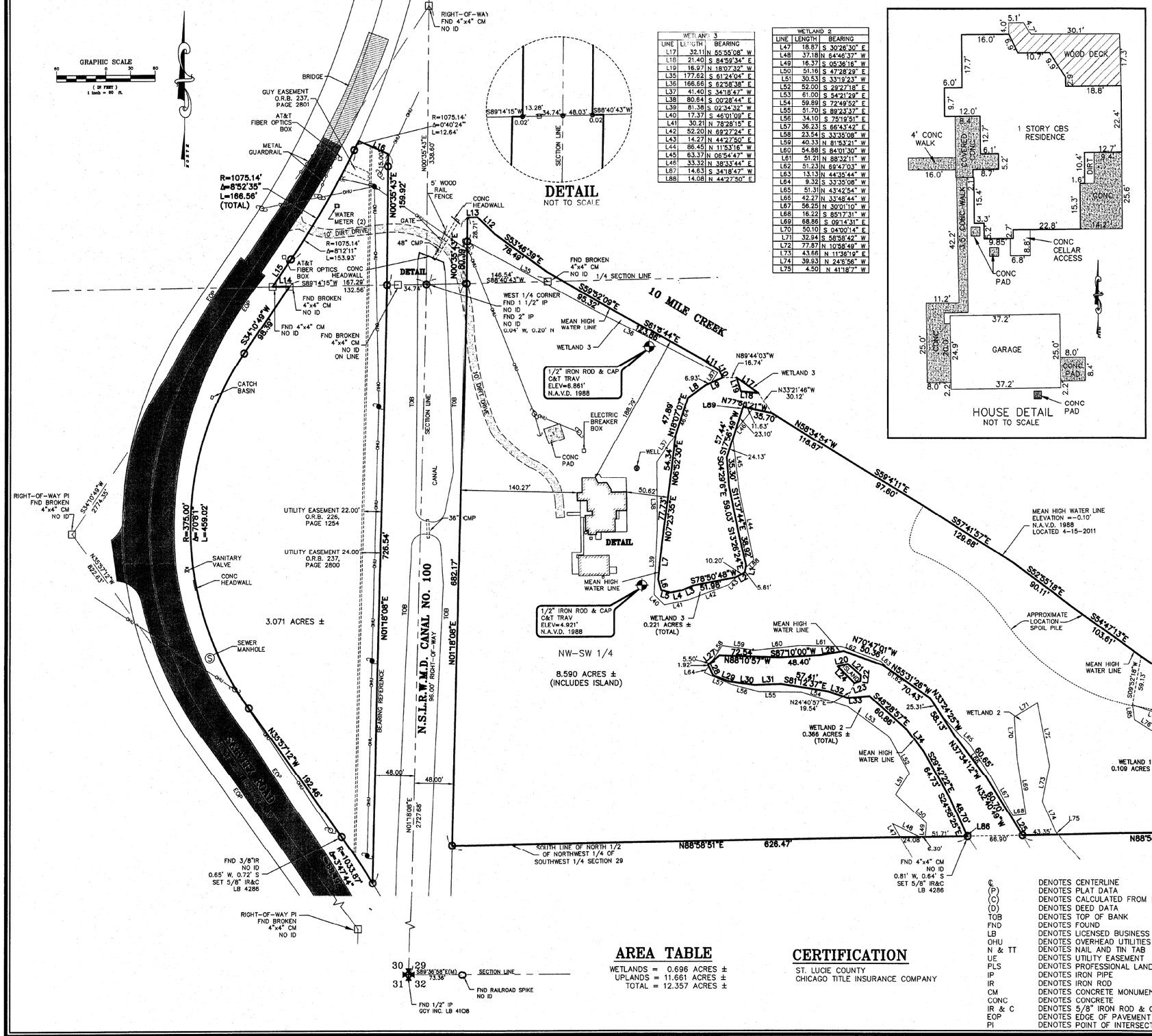
10) Any claim to any portion of the land described in Schedule A which lies below the mean high water line of Ten Mile Creek and other adjacent waters, if any. Not a survey matter.

11) Title to the present or former beds or bottoms of lakes, rivers or other bodies of water located on or within the land described herein. Not a survey matter.

12) Right-of-Ways for North St. Lucie River Water Management District Canal No. 100. Affects subject property, shown hereon.

13) Title to or any interest in personal property is neither guaranteed nor insured hereby. Not a survey matter

NOTE: Jurisdictional linee for wetlands 1, 2 and 3 determined by EW Consultants, Inc. and field verified by South Florida Water Management District on 6/03/2011.



WETLAND 3		
LINE	LENGTH	BEARING
L17	32.11	N 55°55'08" W
L18	21.40	S 84°59'34" E
L19	16.97	N 18°07'32" W
L35	177.62	S 61°24'04" E
L36	166.66	S 62°58'38" E
L37	41.40	S 34°18'47" W
L38	80.64	S 00°28'44" E
L39	81.38	S 02°34'32" W
L40	17.37	S 46°01'09" E
L41	30.21	N 78°28'15" E
L42	52.20	N 69°27'24" E
L43	14.27	N 44°27'50" E
L44	86.45	N 11°53'16" W
L45	63.37	N 06°54'47" W
L46	33.32	N 38°33'44" E
L87	14.63	S 34°18'47" W
L88	14.08	N 44°27'50" E

WETLAND 2		
LINE	LENGTH	BEARING
L47	18.87	S 30°26'30" E
L48	37.18	N 64°46'37" W
L49	16.37	S 05°36'16" W
L50	51.16	S 47°28'29" E
L51	30.53	S 33°19'23" W
L52	52.00	S 29°27'18" E
L53	61.00	S 54°21'29" E
L54	59.89	S 72°49'52" E
L55	51.70	S 89°23'37" E
L56	34.10	S 75°19'51" E
L57	36.23	S 66°43'42" E
L58	23.54	S 33°35'08" W
L59	40.33	N 81°53'21" W
L60	54.88	S 84°01'30" W
L61	51.21	N 88°32'11" W
L62	51.23	N 69°47'03" W
L63	13.13	N 44°35'44" W
L64	9.32	S 33°35'08" W
L65	51.31	N 43°42'54" W
L66	42.27	N 33°48'44" W
L67	56.25	N 30°01'10" W
L68	16.22	S 85°17'31" W
L69	68.86	S 09°14'31" E
L70	50.10	S 04°00'14" E
L71	32.94	S 58°58'42" W
L72	77.87	N 10°58'49" W
L73	43.66	N 11°36'19" E
L74	39.93	N 24°5'56" W
L75	4.50	N 41°18'7" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.40	S 10°32'26" W
L2	12.54	S 62°19'09" W
L3	14.86	S 66°42'20" W
L4	14.54	S 78°14'27" W
L5	11.77	N 75°28'43" W
L6	13.61	N 16°23'14" W
L7	45.65	N 05°49'41" E
L8	26.05	N 55°11'42" E
L9	22.63	N 66°46'00" E
L10	9.22	N 26°32'46" W
L11	22.74	N 54°53'05" W
L12	29.18	N 45°55'17" W
L13	12.36	S 88°35'45" W
L14	20.72	S 89°18'29" W
L15	40.40	S 34°10'49" W
L16	39.82	N 68°05'10" W
L20	12.60	S 76°51'42" W
L21	21.30	N 49°33'29" W
L22	6.97	N 05°39'52" E
L23	7.58	N 71°38'07" E
L24	28.91	S 45°28'36" E
L25	21.07	N 31°49'28" W
L26	31.12	S 80°51'11" W
L27	17.90	S 51°05'25" W
L28	14.34	S 25°59'26" E
L29	20.90	S 69°48'19" E
L30	30.92	S 82°08'16" E
L31	32.96	N 88°13'48" E
L32	25.69	S 71°58'42" E
L33	26.70	N 85°34'08" E
L34	33.65	S 37°29'23" E
L86	1.92	S 34°47'49" E
L89	6.89	S 19°16'23" W

WETLAND 1		
LINE	LENGTH	BEARING
L76	28.13	S 58°00'23" E
L77	42.97	S 15°04'55" E
L78	39.33	S 41°00'30" E
L79	29.16	N 50°44'10" E
L80	64.89	S 69°06'24" E
L81	52.27	N 53°17'17" W
L82	38.94	N 38°10'53" W
L83	44.87	N 46°55'32" W
L84	50.59	N 71°21'24" W
L85	18.11	S 08°22'41" E

AREA TABLE

WETLANDS = 0.696 ACRES ±
UPLANDS = 11.661 ACRES ±
TOTAL = 12.357 ACRES ±

CERTIFICATION

ST. LUCIE COUNTY
CHICAGO TITLE INSURANCE COMPANY

LEGEND

℄	DENOTES CENTERLINE
(P)	DENOTES PLAT DATA
(C)	DENOTES CALCULATED FROM FIELD MEASUREMENTS
(D)	DENOTES DEED DATA
TOB	DENOTES TOP OF BANK
FND	DENOTES FOUND
LB	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
N & TT	DENOTES NAIL AND TIN TAB
UE	DENOTES UTILITY EASEMENT
PLS	DENOTES PROFESSIONAL LAND SURVEYOR
IP	DENOTES IRON PIPE
IR	DENOTES IRON ROD
CM	DENOTES CONCRETE MONUMENT
CONC	DENOTES CONCRETE
IR & C	DENOTES 5/8" IRON ROD & CAP
EOP	DENOTES EDGE OF PAVEMENT
PI	DENOTES POINT OF INTERSECTION
N.S.L.R.W.M.D.	DENOTES NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
ORB	DENOTES OFFICIAL RECORDS BOOK
±	DENOTES PLUS OR MINUS
No.	DENOTES NUMBER
PK & D	DENOTES P.K. NAIL AND DISK
CMP	DENOTES CORRUGATED METAL PIPE
No ID	DENOTES NO IDENTIFICATION NUMBER
PRM	DENOTES PERMANENT REFERENCE MONUMENT
	DENOTES CONCRETE POWER POLE
	DENOTES WOOD POWER POLE
	DENOTES ELEVATION (TYPICAL)
	DENOTES GUY ANCHOR
	DENOTES SET 5/8" IRON ROD & CAP LB 4286 UNLESS OTHERWISE NOTED

MICHAEL T. KOLODZIEJCZYK, PROFESSIONAL SURVEYOR & MAPPER, FLORIDA CERTIFICATE NO. 3864
SIGNATURE 6/27/2011 DATE

COMPUTER FILE REF.	FIELD BK./PG.
11-103rmap.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE

	BY	DATE
FIELD	GA	4-15-11
CALCS.		
DRAWN	GLM	5-17-11
DETAILED		
CHECKED	SB	5-19-11
APPROVED		

BOUNDARY & MEAN HIGH WATER LINE SURVEY OF BECKER PARCEL PREPARED FOR ST. LUCIE COUNTY

DATE: 5-17-2011
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 11-103
SHEET 1 OF 1

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved -- 10/2/2024, 7:25 AM

Property Identification

Site Address: SELVITZ RD
Sec/Town/Range: 30/35S/40E
Parcel ID: 2430-411-0001-000-6
Jurisdiction: Fort Pierce

Use Type: 9900
Account #: 32831
Map ID: 24/30S
Zoning: SF Low Den

Ownership

St Lucie County
2300 Virginia AVE
Fort Pierce, FL 34982-5632



Legal Description

30 35 40 THAT PART OF SEC LYG INSE 1/4 OF SE 1/4 OF NE 1/4 AND NE 1/4 OF SE 1/4 LYG E OF SELVITZ RD, SLY OF 10 MILE CREEK AND W OF CANAL #100 (3.05 AC) (OR 3316-2019)

Current Values

Just/Market Value:	$185,200
Assessed Value:	$85,547
Exemptions:	$85,547
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	3.05
Land Size (SF):	132,858

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 12, 2011	3316 / 2019	0318	WD	Becker B-14 Grove Ltd	$660,000
Jul 31, 2009	3113 / 0745	0330	WD	Becker Holding Properties	$750,000
Jun 8, 2006	2590 / 1400	XX02	SPWD	Becker Indian River Properties	$100
Feb 1, 1985	0455 / 1910	XX01	CV		$0
Jul 1, 1984	0439 / 0682	XX02	CV		$200,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:

Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building and SFYI:	$0
Land:	$185,200
Just/Market:	$185,200
Ag Credit:	$0
Save Our Homes or 10% Cap:	$99,653
Assessed:	$85,547
Exemption(s):	$85,547
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2024	2012	8500	St Lucie County	$85,547

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	3.05	North St. Lucie Water Management District	$0.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$185,200	$85,547	$85,547	$0

2023	$168,400	$77,770	$77,770	$0
2022	$141,400	$70,700	$70,700	$0
2021	$87,800	$64,273	$64,273	$0

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	single family residential	RU, residential urban	R-1, single family low density & RS-3
South	Boy Scout Camp	RL, low density residential	R-1, single family low density residential
East	single family residential	RU, residential urban	RS-3, residential single family
West	single family residential	RU, residential urban	PD, planned development

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RU	residential urban	4 units per acre (49 units)	12.357	AE & X
****Proposed**	COS	conservation open space	n/a	12.357	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum 49 du x 2.6 = 127.4 persons x 100 gpd = 12,740 maximum allowed
Current Zoning/FLU	Total gallons per day currently 1 single family residence (1 du x 2.6 x 100 gpd) = 260
**Proposed Zoning/FLU	Total gallons per day n/a (proposing to down zone to conservation open space)
**Change in Demand	Total gallons per day n/a (down zoning)

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum 49 du x 2.6 = 127.4 persons x 100 gpd = 12,740 maximum allowed
Current Zoning/FLU	Total gallons per day 1 du x 2.6 = 2.6 persons x 100 gpd = 260
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**Change in Demand	Total gallons per day n/a (down zoning)

C. Parks and Recreation (Residential Classifications Only): n/a (down zoning to COS)
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Urban District	5 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Community	2.5 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Neighborhood	1.36 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space

D. Public Schools (Residential Classifications Only): n/a (down zoning to COS)
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	n/a	n/a
City	n/a	n/a
Distance	n/a	n/a
Current Zoning/FLU Enrollment Demand	n/a	n/a
****Proposed Zoning/FLU Enrollment Demand**	n/a	n/a
****Change in Demand**	n/a	n/a

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	R-1/RU
****Proposed Zoning/FLU**	OS/COS
***Change in Demand**	reduction to non-residential open space

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	Not applicable. The proposed rezoning and future land use amendment to conservation open space are not anticipated to have any stormwater impacts as no site improvements are proposed. The site will be maintained as conservation open space and will aide in providing natural storage for the region.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	RS-1/RU	
****Proposed Zoning/FLU**	OS/COS	
***Change in Demand**	Trips	Trips
Impact to Capacity	n/a. down zoning to conservation open space from residential	

IV. Project Description

PHASING				
Is this project (phase) part of a larger project?		Yes	✔	No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.				
Total Project: Residential Units:	Single Family:		Multifamily:	
Non-residential (square footage):				
Mixed-use (describe use):				
(If this is a single phase project, name it Phase I – Total)				

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated.[☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: requesting exemption of some submittal requirements not applicable to the

** Complete section if requesting a change in zoning, future land use, or expanding

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FORT PIERCE
PLANNING DEPARTMENT
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BECKER

C10-11-630

FCT Contract Number 11 -CT- D1-08-F8-A1-057
FLORIDA COMMUNITIES TRUST
08-057-FF8
BECKER PRESERVE
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and ST. LUCIE COUNTY, a political subdivision of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 4, 2008 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009, F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects are selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with Bond proceeds. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **NOVEMBER 30, 2011**("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **December 15, 2010.** If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Site may be acquired in an expeditious manner.

4. If the Recipient is identified in paragraph V.4. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report to FCT of Project Site acquisition activities. The monthly report shall contain the dates that appraisals are ordered and due, as well as the dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.

5. No later than **December 15, 2010**, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than **December 15, 2010**, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

a. **Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient's project is selected for funding.** Prior to the delivery of awarded FCT funds, the appraisal(s) shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined; and

b. Purchase Agreement(s), as defined by Rule 9K-8.002(16), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Fifty Percent (50%) of the final Project Costs, as defined in Rule 9K-

7.002(32), F.A.C., or Six Hundred Thousand Dollars And Zero Cents ($600,000.00) unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(6), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(32), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's Application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in 9K-7.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT Award that corresponds to the parcel being closed. FCT shall prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of the FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(24), F.A.C. If the value of land is the source of the Match, the MAPP shall determine the value of the Match. If the Project Site is comprised of multiple parcels, the Recipient shall deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, FCT acquisition activities shall be terminated unless the Seller agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: JoAnn Riley

Title: Property Acquisition Manager

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-2825 Fax: (772) 462-1440

E-mail: rileyj@stlucieco.org

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Faye W. Outlaw, MPA

Title: County Administrator

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-1401 Fax: (772) 462-2131

Email: outlawf@stlucieco.org

4. If the Project Site consists of ten or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of eleven or more ownerships, as reflected on the Acquisition Plan, the Recipient shall act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that _____ [*Note: Elect FCT or Recipient*] will be the party responsible for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies FCT that the Recipient's agent is:

Name: _____

Title: _____

Address: _____

_____

Phone: _____ Fax: _____

Email: _____

5. In the event that different representatives or addresses are designated for either paragraph 2., 3., or 4. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

6. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-6000835.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to FCT approval of the signed purchase agreement(s), closing(s) of the real estate transaction(s) to acquire the Project Site and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of

contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.

b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.

c. A statement of the Project Costs.

d. A statement of the amount of the award being requested from FCT.

e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

g. A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves and executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a. above.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or

commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

6. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

7. Title to the Project Site shall be titled in the Recipient, unless the Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). Such request shall be subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site shall be vested in St. Lucie County [Note: Insert either the name of the Recipient or Board of Trustees of Internal Improvement Trust Fund.] If the Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, Fla. Stat. and Rule 18-1, F.A.C. FCT signature of this Agreement shall constitute approval of this election.

8. The transfer of title to the Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), Fla. Stat. and Rule Chapter 9K-8, F.A.C., have been fully complied with by the Recipient and FCT, FCT has approved the Project Plan and the Recipient has complied with all Purchase Agreement requirements.

9. The deed transferring title of the Project Site to the Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan, signature of the purchase agreement(s), closing(s) of the real estate transaction(s) and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X and XI herein. The Recipient is strongly urged to coordinate with FCT staff in order to ensure that FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the Project Site and the disbursement of the FCT Award.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

a. An introduction containing the project name, location and other background information relevant to management.

b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.

c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.

h. A description of proposed educational displays and programs to be offered, if applicable.

i. A description of how the management will be coordinated with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla.Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the

following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VIII. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009, F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

3. At least three recreational facilities including an open air amphitheatre, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. The development and management of the project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the project site is protected and managed as part of an ecological corridor.

IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Trustees, or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of the closing of the Project Site and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the

Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL

PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

Per Department of Financial Services Rule 69I-5.004(2)(a), Florida Administrative Code, the determination of when State financial assistance is expended should be based on when the activity occurs (the activity pertains to events that require the nonstate entity to comply with contracts or agreements, such as expenditure transactions associated with grants.) Additional prior fiscal year expenditures of State financial assistance should be added to total expenditures of State financial assistance previously reported for the prior fiscal year to determine if the threshold was exceeded. If so, the nonstate entity should take appropriate action to provide for an audit for the prior fiscal year in accordance with the Florida Single Audit Act. Therefore, it may be necessary for the Recipient to amend prior fiscal year audits to account for receiving the FCT grant funds because the determining factor of when the expenditure must be accounted for is when the expenditure is made, not the signing of this agreement.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not

required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

XIII. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of the FCT Award;

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or

e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XIV. LEGAL AUTHORIZATION

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

ST. LUCIE COUNTY

By: _____
Chris Craft, Chairman

Date: November 23, 2010

FLORIDA COMMUNITIES TRUST

By: Ken Reecy
Ken Reecy
Community Program Manager

Date: 12-13-10

Approved as to Form and Legality:

By: _____
Daniel S. McIntyre, County Attorney

Approved as to Form and Legality:

By: _____
Kristen L. Coons, Trust Counsel

Contract No. 11-CT-D1-08-F8-A1-057
FCT Project No: 08-057-FF8

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-8.008(3), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: ST. LUCIE COUNTY, a political subdivision of the State of Florida, ("Recipient") and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the project site in FCT application 08-057-FF8 that was selected for funding and is governed by a Grant Contract for FCT Project Number 08-057-FF8 ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-8.002(9), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes (F.S.).

b) The Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Chapter 9K-8, F.A.C. The Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list shall be made in writing. Upon the written consent of the FCT Community Program Manager, the Recipient shall amend the Agreement to include all desired parties. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the Recipient and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 08-057-FF8, as required by Section 125.355 (1)(a), F.S., for counties or Section 166.045 (1)(A), F.S., for municipalities, Chapter 9K-8, F.A.C., and this Confidentiality Agreement between the Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	Recipient Board Member, Staff or Agent Name	Signature
11/23/10	Daniel S. McIntyre	
11/23/10	JoAnn Riley	
11/23/10	Janet LiCausi	
11/23/10	Steve Fousek	
11/23/10	Ron Harris	

ST. LUCIE COUNTY

By: _____
Chris Craft, Chairman

Date: November 23, 2010

FLORIDA COMMUNITIES TRUST

By: Ken Reecy
Ken Reecy
Community Program Manager

Date: 12-13-10

Approved as to form and legality:

By: _____
Daniel S. McIntyre, County Attorney

Approved as to form and legality:

By: _____
Kristen L. Coons, Trust Counsel

To enhance the quality of stormwater entering the North Fork from the road rights of way, a one (1) acre pond will be constructed along Selvitz road. The pond will filter pollutants before they enter the North St. Lucie Water Control District Canal 100, which leads to Ten Mile Creek.

To mimic nature and provide wildlife habitat, the pond will meet the following elements:

- establish appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred. Minimal safety standards to minimize the possibility of drowning is a 4/1 slope.
- appropriate planting of species typical of a depression marsh shall include: rushes, sedges and pickerelweed. Approximately 1,000 shrubs shall be planted around the perimeter of the pond.

Reforestation

Native trees/plants typical of a hydric hammock will be planted within the upland portions of the site. Species will include Laurel Oak, Live Oak, Cabbage Palm and Hickory. Groundcovers will consist of wild coffee, saw palmetto, beautyberry and myrsine. Approximately 300 trees and 2,000 shrubs will be planted on the approximately 8.4 acres of disturbed area within the site.

It is unknown when the property was last influenced by fire. Since floodplain forests and floodplain swamps are not dependent upon fire, fire will not be used to manage the site. Exhibit P indicates those areas on the property that would benefit from hydrologic restoration, reforestation and exotic restoration. Approximately 10 acres of the site will be restored.

Monitoring

Photo plots will be established to monitor exotic removal efforts and the re-establishment of native species. Two transects will be established to document management objectives and record species present on the site. (See exhibit G) Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust. The annual report will define those efforts that have been performed to achieve the goals as described in the management plan.

ARCHAEOLOGICAL AND HISTORICAL RESOURCE PROTECTION

There are no known cultural or historic sites within the property. Within 1/4 mile of the site is located SL01350, a residence circa 1936. Ten Mile Creek lying adjacent to the site is designated SL01688 because of its historical significance in the Florida Master Site File.

Prior to the commencement of development activities, measures will be taken to determine the presence of historical and archaeological sites. An employee within St. Lucie County Environmental Resources Department has become certified by the Division of Historical Resources to be able to conduct limited monitoring activities in accordance with review and compliance recommendations.

In the event that historical or archeological sites are identified, coordination with the Florida Department of State, Division of Historical Resources www.dhr.dos.state.fl.us and St. Lucie County will be necessary to protect the resource. If any archaeological or historical sites are discovered, the county will comply with provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). The Division of Historical Resources, Florida Department of State, will be notified if any archaeological or historical sites are uncovered. All information about the site will be submitted for listing as a Site of Historical Significance, and Fl Master Site File form submitted.

The collection of artifacts or the disturbance of archaeological and historic sites on the site is prohibited, unless prior authorization has been obtained from DHR.

EDUCATIONAL ACTIVITIES

A self-guiding interpretive trail will be established through the site identifying the dynamics of the ecosystems, wildlife and flora. The pamphlets will lead visitors to a series of numbered 4x4 posts located along the trail. Informational kiosks will be constructed at the parking lot to identify the site, post rules and obtain nature trail pamphlets. An interpretive display will be placed at the entrance of the trail at the parking lot.

The existing house or garage will be converted into a nature center with several displays regarding the Preserve program. The center will be open on weekends during 5 months of the year from December through April. The center will be open from 8 am to 5 PM. A minimum of twelve classes will be conducted each year at the site to discuss the protection of natural resources.

GREENWAYS MANAGEMENT

The NFSLR Greenway ecological and recreational corridor contains a patchwork of individual parcels lying along the North Fork of the St. Lucie River, Five and Ten Mile Creeks. The 12 mile long corridor contains a variety of natural communities including floodplain forest, floodplain swamp, mesic flatwoods, scrubby flatwoods, depression marsh and scrub. The greenway consists of upland and aquatic preserves and parks managed by a variety of state, county and city governments. The addition of these parcels to the Greenway will link several existing and proposed natural areas and parks along the northern limits of the North Fork and Five & Ten Mile Creek areas. (Exhibit N) Acquisition of the parcels will be an important link towards the connection of the Five & Ten Mile Creek properties to Platt's Creek Mitigation Bank and Strazulla parcel, through the Audubon Preserve, eventually terminating at Ten Mile Creek West. (Exhibit N)

The NFSLR project also fulfills greenways policies set forth in the Conservation Element of the County Comprehensive Plan. These policies encourage the creation of greenways countywide, including the establishment of wildlife corridor greenways. The element requires coordination with the state and federal lands acquisition programs to encourage the connection of public owned lands

RICHARD E. BECKER PRESERVE

MANAGEMENT PLAN

(08-057-FF8)

Prepared by

St. Lucie County
Environmental Resources
2300 Virginia Avenue
Ft. Pierce, FL 34982

APRIL 2011

R. E. BECKER PRESERVE
MANAGEMENT PLAN

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R. E. BECKER PRESERVE
MANAGEMENT PLAN

Introduction

The Becker project consists of two (2) parcels consisting of 13.44 acres, located in Ft. Pierce, Florida. The site is located at the intersection of Ralls and Selvitz roads, along Ten Mile Creek, and is also within the Eastward Ho! Corridor. (Exhibit A) More specifically, it is located in Section 29, of Township 35 south, Range 40 east. The site consists of a variety of upland and wetland habitats including: Floodplain Forest and Floodplain Marsh.

Grant funding from Florida Communities Trust was used to acquire the project site and this management plan was developed to ensure that the project will be developed in accordance with the Grant Award Agreement and in furtherance of the purpose of the grant application.

Purpose of the Project and Management

The purpose of the purchase and preservation of Becker Preserve is to:

1) Implement the goals and objectives of the Ft. Pierce Comprehensive Plan;

2) Preserve 13 acres selected for purchase under the County's Environmentally Significant Lands Program;

3) Protect native ecological communities that contain viable upland habitats which are sufficiently large to remain functional over time;

4) Protect endangered and threatened plant communities and their habitats;

5) Increase resource based outdoor recreation opportunities in the City of Ft. Pierce which are compatible with conservation and natural resource management objectives;

6) Acquire native habitat that has been previously impacted for restoration and enhancement;

7) Acquire lands to develop a greenway network through connecting publicly owned recreation and conservation lands;

8) Acquire lands to increase the level of service requirements for recreational trails.

9) Acquire lands located in designated Hazard Mitigation Areas.

The Project would assist Ft. Pierce in implementing the goals, objectives and policies associated with the Conservation, and Recreation and Open Space elements of the Fort Pierce Comprehensive Plan.

Conservation Element

Acquisition of the project will further Conservation Policy 4.5.5, which calls for the protection of listed wildlife and wildlife habitats by promoting public acquisition of known listed species wildlife habitat.

Acquisition of the project will assist with Conservation Policy 4.4.8, which recommends that the City administer land acquisition programs to acquire environmentally sensitive lands, and support the effort of other public agencies in the acquisition of environmentally sensitive lands.

Recreation and Open Space Element

Becker Preserve will assist the City in attaining Recreation and Open Space Objective 7.1 , which is to provide a sufficient supply of park, recreation and open space facilities to satisfy established level of service standards. The project will provide an additional 13 acres for open space and resource based recreational use.

The project will also assist the City in implementing Recreation and Open Space Policy 7.4.3, which pursues the development of linear parks and integrated open space systems along waterfront properties.

Acquisition of the site will satisfy Policy 7.4.4 that actively pursues and encourages the development of open space corridors that establish continuous linkages between park and recreation facilities, conservation areas, environmentally sensitive lands, non-vehicular pathways, natural water bodies, and other open space areas located throughout the city.

Hazard Mitigation

The project will further the intent of two mitigation priority projects. The Ten Mile Creek Mitigation Strategy is intended to store and treat excessive stormwater prior to outfall into the North Fork of the St. Lucie River. Through the preservation and restoration of this site, additional stormwater capacity will be available at the Ten Mile Creek Attenuation Facility (Ten Mile Creek WPA).

The Ten Mile Creek Acquisition and Restoration Priority Project is intended to enhance and restore native habitats and their water purification and water storage functions. The restoration of wetland and associated ditches along Ten Mile Creek will enhance the sites ability to store and treat waters prior to outfall into Ten Mile Creek and downstream waters. These activities will further the local mitigation strategies.

FCT Provisions

The project site shall be managed only for the conservation, protection, and enhancement of natural resources, and for public outdoor recreation and education that is compatible with the conservation, protection and enhancement of the site. Once the project is purchased, the County will amend the future land use designation from (RL) Low density residential to Conservation status, consistent with zoning requirements. The zoning will also be changed from (RS-1) Residential, Single family to Conservation status. Upon acquisition, an amendment to the Future Land Use Map and Zoning Map will be made at the next amendment cycle to the comprehensive plan.

All literature and signage shall identify that "funding for the acquisition of this site was provided by Florida Communities Trust".

Adjacent development activities will be monitored through the review and approval process to ensure that development activities do not negatively affect natural resources on the project site. Where applicable, vegetated buffers, site design and height limitations should be implemented, as necessary, to ensure that resources and planned outdoor recreation activities are sufficiently protected from the adverse impacts of adjacent land uses.

Requirements imposed by other grant programs shall not conflict with the terms and conditions of the Florida Communities Trust award.

SITE DEVELOPMENT, IMPROVEMENTS AND ACCESS

SITE DEVELOPMENT

The management of the project site will be undertaken by St. Lucie County, Department of Environmental Resources. The Director of Environmental Resources will make written requests and receive written approval from Florida Communities Trust before undertaking any site alterations or physical improvements that are not addressed in the FCT approved management plan.

EXISTING IMPROVEMENTS

The following existing improvements are found on the project: (Exhibit C)

An existing 2,687 square foot house, 1350 square foot garage, dirt driveway, barbeque pit and power poles are located on the site. Besides these improvements, no additional infrastructure has been identified on the project. Exhibit B contains an aerial of the property.

PROPOSED PHYSICAL IMPROVEMENTS

All proposed physical improvements shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources of the property without causing harm to these resources. Where practical, proposed improvements will be located on disturbed areas. No improvements will be located where their existence will deter from the protection, restoration and preservation of the natural and cultural/historic resources of the property.

Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts. An engineering firm will be hired to design any improvements valued in excess of $1,000, to minimize risk to storm damage or flooding.

The results of the plant and animal survey will be utilized to locate all proposed physical improvements on the site. No listed species will be impacted with the proposed improvements.

The following proposed physical improvements are identified in Exhibit C:

Fencing

Fencing will be erected along all appropriate property lines to restrict unauthorized access. Approximately 1,450 linear feet of fence will be required to protect the project. Minimal to medium clearing of vegetation will be necessary to construct the fence. Fencing to include hog wire or smooth wire adjacent to the scout camp (for safety purposes), and along roadways. Where wetlands, ditches or other impenetrable objects occur along the property line, fencing is recommended, but not necessarily required. The property line shall be posted every 500 feet and at each corner and gate.

Trail System

Over 2,000 feet of hiking trails will be established through the site identifying the natural features of the property. Trails will originate at the kiosk at the parking lot. An interpretive display (4'x3') will be constructed in this area. Trails will utilize existing pathways wherever possible. Exhibit C indicates the approximate location of proposed trails.

Canoe Launch

A canoe launch will be constructed on the oxbow to gain access to Ten Mile Creek. A sign will be placed at the launch, indicating that No motors will be allowed. The slope will be a minimum of 8/1. In conjunction with a launch, a short dock will be constructed.

Observation Deck

An 8' x 8' observation deck is proposed overlooking the original Ten Mile Creek. An interpretive panel will be placed at this location and will explain the Creek and the North Fork of the St. Lucie River.

Kiosk

An educational display center will be constructed at the parking lot, identifying the boundaries of the project, and posting rules. Site brochures and nature trail pamphlets will be available at the kiosk for visitors.

Parking Lot

A small lot will be placed along Selvitz road. The lot will be delineated with 6" x 6" posts and 2" x 6" rail. The lot will be approximately 65 x 100 foot, consist of grass, (shell if necessary), and will accommodate approximately fifteen (15) vehicles. A bicycle stand will be provided at the site entrance. ADA parking, canoe drop off and overflow parking will be provided at the Nature Center.

If a storm water facility is required, it shall be designed to mimic nature and provide wildlife habitat. Elements to be considered include:

- appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred.
- appropriate planting of species typical of depression marshes shall include: maidencane, pickerelweed and duck potato.
- The pond shall be contoured in the shape of a circular depression marsh.
- To facilitate growth, an organic layer 2 inches thick shall be placed at the edge of the pond to a minimum width of 4 feet or one foot change in elevation, whichever is greater.

Wildlife Blind

An 8' x 8' wildlife blind will be placed overlooking the oxbow. Camouflaged netting will be used to minimize impacts to any wildlife.

Nature Center

The existing house or garage will become a nature center. It will be staffed on weekends from December through April from 8-5 PM unless a program is scheduled. All of the Florida Communities Trusts lands will be highlighted at the center, including the Becker Preserve and greenways and trails program. A number of non-profit conservation groups such as Audubon or Conservation Alliance may hold educational programs in the building(s).

Restrooms

The existing restroom within the garage will remain open from dawn to dusk for canoers. In addition, a restroom within the existing house will be open during weekends from December through April.

Amphitheater

An open air amphitheater will be provided for day and nighttime use. An existing berm will be utilized for seating. Electric service is nearby and is available for use.

Signage

A sign will be provided at the parking lot, identifying the project as being publicly owned, open to the public, the purchase of which was facilitated by funds from Florida Communities Trust and St. Lucie County, and operated as a natural resource conservation area. The sign shall be at least 2' x 3' in size and include the FCT logo. The language shall include the following: "Funding for the acquisition of this site was provided by Florida Communities Trust". The next printed line shall identify the year that the site was acquired. FCT will also be recognized in all printed literature and advertising. As a condition of sale, the site will be known as the R. E. Becker Preserve.

A variety of permits are anticipated to be necessary for the above improvements, and include:
Local - A building permit is necessary for fencing, observation deck, wildlife blind, boardwalks and parking lot.
State/Federal - Wetland restoration and boardwalks.

ACCESS

Vehicular access will be provided from Selvitz road. To promote accessibility by bicyclists, a bike stand will be placed at the parking lot. An existing gate is located at the entrance to the house, and will be locked each night at dark, and opened in the morning. ADA parking and a canoe drop off will be created at the Nature Center.

To improve access to the site by pedestrians and bicyclists, any road improvements to Selvitz road will include a provision for bicycle lanes or a sidewalk, linking residential areas from the west. Maintenance access will be provided through the existing driveway. The site will be open from dawn to dusk.

EASEMENTS, CONCESSIONS, OR LEASES

Easements

A utility easement bisects the site providing electricity to the house and garage. There are no other known easements assigned to the property.

Concessions and Leases

There are no existing or proposed concessions or leases on the site. St. Lucie County will provide Florida Communities Trust 60 day's prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, any use other than by a member of the public, and management contracts of the project site with non-governmental persons or organizations.

Any concession or lease proposed for the site must be reviewed and approved (written) by FCT, prior to execution of the agreement. Any fees generated from the site will be placed in a segregated account to be used for the upkeep and maintenance of the site.

KEY MANAGEMENT ACTIVITIES

MAINTENANCE

St. Lucie County will assume responsibility for the on-going maintenance of the site, including mowing, trail maintenance, trash pickup, exotics and maintenance of physical improvements. Establishment of fencing along the perimeter of the site will ensure that dumping of trash or hazardous material does not occur.

SECURITY

The St. Lucie County Environmental Resources Department will monitor the area in their day to day activities. They will contact the Sheriffs Department if they observe any vandalism, trespassing, and other property damage.

STAFFING

No additional staffing is recommended at this time.

NATURAL RESOURCE PROTECTION

Topography

Topography of the site is level and slopes to Ten Mile Creek. Highest elevations of the site (approximately 17 feet above mean sea level) are found along Selvitz road. The original Ten Mile Creek bisects the site at an elevation of approximately 4 feet. Exhibit D contains a topographic map of the parcels.

Soils

Four soil types are found on the site and include Arents (4), Electra fine sand (12), and Fluvaquents (14). Exhibit E identifies the location and extent of the soils on the project.

Arents (4) consist of soil material dug from several areas that have different kinds of soil. It is used to fill such areas as low sloughs, marshes and swamps above their natural ground levels. In most places, the Arents soil is made up of loose, sandy mineral material. The water table is within depths of 20 inches and 50 inches for most of the year.

Electra fine sand (12) is a poorly drained, nearly level and sloping soil of low ridges and knolls. The water table is between depths of 25 to 40 inches for about 4 months and below a depth of 40 inches during dry years.

Fluvaquents (14) is a very poorly drained, nearly level soil of flood plains of rivers and creeks. The water table is at a depth of less than 10 inches for 4 to 6 months and within a depth of 40 inches for 9 to 12 months. More than once every 2 years the soils are flooded for a period of 7 to 30 days.

Hydrology
The majority of St. Lucie County is drained via intermittent streams, creeks, rivers, closed depressions and grassy sloughs. Ten Mile Creek, which is the headwaters of the NFSLR, drains the northern part of Allapattah Flats around the northern end of Green Ridge. Five Mile Creek drains the area between the Atlantic Coastal Ridge and Ten Mile Ridge and flows into the NFSLR towards the Stuart Inlet.

Water quality is a problem in the North Fork of the St. Lucie River as well as their tributaries. The Florida Department of Environmental Protection and St. Lucie County Health Departments have concluded that fertilization of lawns, application of pesticides, influx of freshwater and use of septic tanks has negatively impacted the quality of water in the river. (Much of which is performed by residential development along the river and its tributaries) (Exhibit O) Though there is little information regarding water quality adjacent to the site, the acquisition of this project for conservation purposes will preclude residential development of the parcels, thereby protecting water quality.

Approximately 12 acres (92%) of the site lies within flood zone AE (100-year floodplain). Zone AE is described as an area inundated by 1% annual chance flooding for which Base Flood Elevations have been determined. This zone lies immediately adjacent to Ten Mile Creek and its tributaries. The remainder of the site (1 ac) is within Zone X, an area that is determined to be outside the 500-year floodplain. (Exhibit R)

Natural sheet flow patterns of the parcels generally drain from the south towards Ten Mile Creek. Natural sheet flow patterns of the parcels have been influenced by the construction of the canal that bisects the site and the earthen berm that was placed within the oxbow.

Vegetative Communities
Several vegetative surveys have been completed on the property. The results of these surveys are compiled in Exhibit I.

The following descriptions of the natural communities identified on the site are based on the classification provided in the Guide to the Natural Communities of Florida (1990), a joint publication of the Florida Natural Areas Inventory (FNAI) and the Florida Department of Environmental Protection (FDEP). Becker Preserve is characterized by three (3) natural communities including: Floodplain Forest (8.3 ac), Floodplain Swamp (0.8 ac) and Blackwater Stream (0.5 ac). Exhibit F depicts the location of natural communities that occur within the site.

Floodplain Forest
Floodplain Forests are hardwood forests that occur on drier soils at slight elevations within floodplains, such as on ridges, and are usually flooded for a portion of the growing season. Hydroperiod is the primary physical feature of Floodplain Forests, which are inundated by flood waters nearly every year for 2 to 50% of the growing season. Vegetation consists of an overstory of

mature Laurel Oak, Water Hickory and Cabbage Palm. Understory consists of coffee, air potato, syngonium and bamboo.

The 8.3 acre forest is in poor condition. A significant amount of exotics exist on the site and have altered the function of the community. The primary focus of management activities will be the removal of exotics and construction debris.

Floodplain swamp

Floodplain swamps occur on flooded soils along stream channels and in low spots and oxbows within river floodplains. Dominant trees are usually buttressed hydrophytic trees. Floodplain swamps are flooded for most of the year, with sites along channels inundated by aerobic flowing water while those of sloughs and back swamps are flooded with anaerobic water for extensive periods of time. Vegetation consists of Carolina willow, swamp lily, and smartweed. The floodplain swamp encompasses the original Ten Mile Creek before channelization in the 1930's. The 0.8 acre swamp is in good condition. A portion of an existing oxbow was filled, disconnecting the natural water flow through the wetland.

Blackwater Stream

Blackwater Streams are characterized as perennial or intermittent seasonal watercourses originating deep in sandy lowlands where extensive wetlands with organic soils function as reservoirs, collecting rainfall and discharging it slowly to the stream. Blackwater Streams are the most widely distributed and numerous riverine systems in the southeast Coastal Plain. Very few, however, have escaped major disturbances and alterations. The dark colored water reduces light penetration and thus, inhibits photosynthesis and the growth of submerged aquatic plants. The 0.5 acre stream is in fair condition. The historic waterway was channelized, altering the historic flow of Ten Mile Creek through the site. Through the filling of a portion of the old creek bed, a portion of the Creek has become a Floodplain Swamp.

Wildlife Resources

The site contains sufficient habitat for several species of wading birds and include: Little Blue Heron (SSC), Tri-colored Heron (SSC) and White Ibis (SSC). These wading birds are listed as a Species of Special Concern primarily due to loss of wetland habitat (state-wide or locally) for forage and nesting.

The primary tool to protect wading bird habitat is to acquire lands within the designated area to preserve the shallow waterbodies for foraging purposes. Nesting habitat for wading birds is minimal in this area of the North Fork. To maintain wetland forage habitats several management techniques will be employed and include: 1) Rehydrate the disjunct oxbow through reconnection to Ten Mile Creek; 2) Eliminate exotic vegetation that may interfere with foraging such as Cattail, water lettuce, water hyacinth and hydrilla; and 3) Minimize sedimentation of wetlands through implementation of Best Management Practices that include: monitoring of maintenance dredging of nearby ditches

through the use of floating turbidity screens and/or conducting maintenance activities during the dry season.

Removal of exotic vegetation will be the primary means utilized in the management of the vegetative communities and listed species. To protect the important flora and fauna of the site, all listed species will be protected. Proposed improvements will not be permitted to impact any listed species. Prior to any development, the area proposed to be impacted will be surveyed for listed species. To further protect plant life, the collection, damage, or removal of plants is prohibited (exhibit L, page 2, par. B) In this regard, a sign will be erected, stating that the collection of plants and animals is prohibited.

The County will coordinate with the Florida Fish and Wildlife Conservation Commission, DEP Aquatic Preserve and the U.S. Fish and Wildlife Service for guidance and recommendations on managing listed species habitat. A copy of the management plan will be sent to the Fish and Wildlife Conservation Commission and Aquatic Preserve for comment. A copy of the comments will be forwarded to FCT.

Monitoring Plan

A monitoring plan will be developed by St. Lucie County to insure the continued viability of the vegetative communities and listed species on the site. An annual survey will be performed utilizing two transects bisecting the site. Exhibit G indicates the locations of the photo points and transects. The Florida Natural Areas Inventory will be forwarded information on the occurrence of listed plant and animal species. Appropriate forms are found in Exhibit H.

Buffering

The project is approximately 800 feet wide and ¼ mile long, containing approximately 1 mile of perimeter boundary. 1,400 feet of the site is adjacent to Ten Mile Creek. The site is adjacent to property with a future land use of Residential Low Density (RL) to the south and west, and Residential Urban (RU) across Ten Mile Creek.

Consideration will be given when constructing nature trails on the parcels to avoid views into existing residential areas. All trails will be located as far away from the property lines as possible to minimize views of adjacent physical improvements.

Ecologically, these adjacent land uses have minimal impacts to the site. Exotic species such as domesticated animals and invasive plants will be the dominant negative impact to the sites resources.

Off-site nutrients such as fertilizers, herbicides and other pesticides, have not been identified, and are assumed to be negligible.

RESOURCE RESTORATION AND ENHANCEMENT

Resource restoration and enhancement activities include: exotic species eradication, upland and wetland restoration, and monitoring. Restoration areas are identified in exhibit P.

Exotic Species

Exotic species are plants or animals which are not endemic to Florida's natural community types, but have been introduced from foreign locations into suitable environments in which they thrive. Exotic animal species are the result of release pets, or as in the case of feral hogs, are naturalized from the times of early exploration of the Florida peninsula. Exotic plant species most often are intentionally introduced species or ornamental which spread through seed, spore, fruit, or tissue dispersal.

Invasive exotic plants and animal species have several common attributes which are detrimental to natural communities. All compete with native species for limited resources: sunlight, food, space and shelter. Their high reproductive rates and lack of ecological control factors, such as predation and disease, enable them to out-compete natives and thereby dominate the landscape. In many cases, exotics do not afford the benefits of providing food and/or cover that native animals rely on to survive. Other exotics affect native species by inadvertently damaging the communities they frequent, or bring disease to endemic populations.

There are many exotic species on the Property; however, not all are an invasive nature or ecology threatening. The objective of exotic species control on the site is the removal of all non-native species which interfere with natural community functions. The county will utilize the current edition of the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the site. Category I and II exotics will be the primary species targeted for eradication. (Exhibit Q)

Invasive Plants

Due to exotic plant species' reproductive potential, exotic species control will be a management priority within all natural communities of the property.

Methods of treatment

Invasive exotics will be eliminated by herbicides and/or a combination of mechanical and manual methods. Methods of eradication will be determined by community type, degree of compaction anticipated and proximity to surface water.

Species-specific treatments - Exotic control and removal methods will differ based upon the exotic species. The following is a description of the species-specific treatment for the major species threatening the Property's natural communities.

Brazilian Pepper, castor bean and Bamboo - May be eliminated by a variety of techniques. Garlon 3A may be used on a cut stump treatment at a 50% solution or Garlon 4 may be applied basally at a 10% solution.

Air potato, Old world climbing fern and Syngonium– May be eliminated by cutting and spraying Roundup at a 5% solution.

Once the exotics are removed, there is sufficient existing native species in the understory to become the future composition of the stand. A management priority will be to eliminate any exotic regrowth and germination of dormant seed.

Invasive Animals

Feral Hogs - Feral hogs have been observed within the Floodplain Forest on the site. Property damage and ecologic disruption due to wild hogs is well documented within Florida. Feeding habits, high fecundity and habitat adaptability provide an intolerable combination of pressures on most natural communities subject to feral hog populations.

Harvesting hogs is a necessity on most properties with breeding populations. Common methods for population control are hunting and trapping. The presence of feral hogs will be monitored in day to day management activities. When there is evidence of hogs on the property, they will be removed from the site as soon as possible. A notice will be posted in the informational kiosk, asking hikers to report any sightings to the County.

Other Feral Animals - Oftentimes, domesticated cats, dogs and ducks are released into the "wilds" to fend for themselves. These animals tend to predate on many species of native animals of various ages such as rabbits, mice, voles, birds, lizards and squirrels. These animals may also spread disease such as rabies, distemper, and parvo that may affect native populations. To manage feral animal populations, they shall be trapped and removed from the site when present.

Wetland Restoration

The disconnected oxbow will be restored to the greatest extent possible to historic site conditions. It appears that a small road was built behind the house, filling in a portion of the old creek bed, which was diverted when portions of Ten Mile Creek was dredged and straightened in the 1920's. To restore the original creek to historic site conditions, this plug will be removed. It is anticipated that 500 cubic yards of fill will be removed. To enhance wetland functions, the excavated area will be replanted with floodplain swamp vegetation consisting of swamp lily, leather fern, and smartweed. Approximately 500 plants will be installed. The area consists of approximately 0.5 acres.

To enhance the quality of stormwater entering the North Fork from the road rights of way, a one (1) acre pond will be constructed along Selvitz road. The pond will filter pollutants before they enter the North St. Lucie Water Control District Canal 100, which leads to Ten Mile Creek.

To mimic nature and provide wildlife habitat, the pond will meet the following elements:

- establish appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred. Minimal safety standards to minimize the possibility of drowning is a 4/1 slope.
- appropriate planting of species typical of a depression marsh shall include: rushes, sedges and pickerelweed. Approximately 1,000 shrubs shall be planted around the perimeter of the pond.

Reforestation

Native trees/plants typical of a hydric hammock will be planted within the upland portions of the site. Species will include Laurel Oak, Live Oak, Cabbage Palm and Hickory. Groundcovers will consist of wild coffee, saw palmetto, beautyberry and myrsine. Approximately 300 trees and 2,000 shrubs will be planted on the approximately 8.4 acres of disturbed area within the site.

It is unknown when the property was last influenced by fire. Since floodplain forests and floodplain swamps are not dependent upon fire, fire will not be used to manage the site. Exhibit P indicates those areas on the property that would benefit from hydrologic restoration, reforestation and exotic restoration. Approximately 10 acres of the site will be restored.

Monitoring

Photo plots will be established to monitor exotic removal efforts and the re-establishment of native species. Two transects will be established to document management objectives and record species present on the site. (See exhibit G) Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust. The annual report will define those efforts that have been performed to achieve the goals as described in the management plan.

ARCHAEOLOGICAL AND HISTORICAL RESOURCE PROTECTION

There are no known cultural or historic sites within the property. Within 1/4 mile of the site is located SL01350, a residence circa 1936. Ten Mile Creek lying adjacent to the site is designated SL01688 because of its historical significance in the Florida Master Site File.

Prior to the commencement of development activities, measures will be taken to determine the presence of historical and archaeological sites. An employee within St. Lucie County Environmental Resources Department has become certified by the Division of Historical Resources to be able to conduct limited monitoring activities in accordance with review and compliance recommendations.

In the event that historical or archeological sites are identified, coordination with the Florida Department of State, Division of Historical Resources www.dhr.dos.state.fl.us and St. Lucie County will be necessary to protect the resource. If any archaeological or historical sites are discovered, the county will comply with provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). The Division of Historical Resources, Florida Department of State, will be notified if any archaeological or historical sites are uncovered. All information about the site will be submitted for listing as a Site of Historical Significance, and Fl Master Site File form submitted.

The collection of artifacts or the disturbance of archaeological and historic sites on the site is prohibited, unless prior authorization has been obtained from DHR.

EDUCATIONAL ACTIVITIES

A self-guiding interpretive trail will be established through the site identifying the dynamics of the ecosystems, wildlife and flora. The pamphlets will lead visitors to a series of numbered 4x4 posts located along the trail. Informational kiosks will be constructed at the parking lot to identify the site, post rules and obtain nature trail pamphlets. An interpretive display will be placed at the entrance of the trail at the parking lot.

The existing house or garage will be converted into a nature center with several displays regarding the Preserve program. The center will be open on weekends during 5 months of the year from December through April. The center will be open from 8 am to 5 PM. A minimum of twelve classes will be conducted each year at the site to discuss the protection of natural resources.

GREENWAYS MANAGEMENT

The NFSLR Greenway ecological and recreational corridor contains a patchwork of individual parcels lying along the North Fork of the St. Lucie River, Five and Ten Mile Creeks. The 12 mile long corridor contains a variety of natural communities including floodplain forest, floodplain swamp, mesic flatwoods, scrubby flatwoods, depression marsh and scrub. The greenway consists of upland and aquatic preserves and parks managed by a variety of state, county and city governments. The addition of these parcels to the Greenway will link several existing and proposed natural areas and parks along the northern limits of the North Fork and Five & Ten Mile Creek areas. (Exhibit N) Acquisition of the parcels will be an important link towards the connection of the Five & Ten Mile Creek properties to Platt's Creek Mitigation Bank and Strazulla parcel, through the Audubon Preserve, eventually terminating at Ten Mile Creek West. (Exhibit N)

The NFSLR project also fulfills greenways policies set forth in the Conservation Element of the County Comprehensive Plan. These policies encourage the creation of greenways countywide, including the establishment of wildlife corridor greenways. The element requires coordination with the state and federal lands acquisition programs to encourage the connection of public owned lands

into a greenway network, and the adoption of a countywide greenway plan that sets forth strategies for the maintenance and expansion of existing greenways. The plan will include a map of existing and proposed greenways, identify gaps in the greenway network and set forth strategies for the expansion of the existing network. Parcels acquired through the County through the Environmentally Significant Lands Program, such as the NFSLR, will become an integral part of the greenway network.

In 1997, the St. Lucie County Greenway, Trails and Bikeways Advisory Committee was formed. This local multi-disciplinary group was established to discuss how to "connect" various community and environmental resources. The ultimate goal of this group is to provide a plan to guide the creation of a countywide greenway, trails, and bike paths. The NFSLR was identified within this greenway plan which provides the foundation for the Countywide Greenway Plan. This draft summary of Community Design Charrette was recently completed and is included in the management plan. (Exhibit N)

To provide for a successful greenway effort, all entities that manage lands along the North Fork will be consulted prior to acquisition and development when appropriate. A committee will be formed to coordinate management strategy for protecting and managing the separate parcels within the St. Lucie River Recreational Greenway Corridor.

Several agencies manage parcels along the North Fork of the St. Lucie River and its watershed. At this time, the following entities manage public lands within the North Fork Greenway:

Florida Department of Environmental Protection (1018 ac)
St. Lucie County (460 ac)
City of Port St. Lucie (23 ac)
South Florida Water Management District (20 ac)
St. Lucie Audubon (15 ac)

COORDINATION

Becker Preserve will be managed by St. Lucie County's Environmental Resources Dept. Florida Fish and Wildlife Conservation Commission and/or U.S. Fish and Wildlife Service will be contacted to provide input into the technical aspects of managing the site for listed species. The South Florida Water Management District and Florida Department of Environmental Protection will be consulted for appropriate guidance, recommendations and necessary permits for storm water management and greenway connectivity.

Prior to any site development, a community meeting will be held at the site to discuss the intent of the land preservation program, and its impacts to the adjacent neighbors. Topics to be discussed will include: fencing, access, improvements, and exotics. Resident's comments and suggestions will be documented and incorporated into the management of the site where appropriate.

COST ESTIMATE AND FUNDING SOURCE

The following are projected costs for improvements to the Site:

Fencing (1,450 feet) & clearing (appx $2/linear ft)	$ 3,000
Parking lot (post and rail) and shell	5,000
Kiosk (1)	1,000
Interpretive Display	1,000
Entrance Signs	1,000
Nature trails (appx $0.50/ft)	1,000
Observation Deck	4,000
Wildlife Blind	1,000
Amphitheater	500
Boardwalks	4,000
Nature Center improvements	1,000
Informational brochures	50
Wetland Restoration	2,000
Reforestation	5,000
Total	**$ 29,550**

Thc following are projected annual costs associated with the Site:

Maintenance (gas, oil, tools, supplies, herbicide, etc	$ 2,000
Staffing (repairs, trimming, mowing, trash removal, exotic removal, monitoring, annual report, etc)	$ 10,000
Total	**$12,000**

Funding the Project will be derived from General Revenue, grant sources and donations. Where other grant program funds are sought for accomplishing the activities as set forth in this management plan, those requirements shall not conflict with the terms and conditions of the Florida Communities Trust award.

PRIORITY SCHEDULE	Dec 11	Dec 12	Dec 13	Dec 14	Dec 15
Land Use Change	X				
USFWS, DEP & FFWCC Plan Review	X				
Fencing	X				
Perimeter Signage	X				
Reforestation		X	X		
Parking Lot		X			
Signs		X			
Pamphlet		X			
Nature Trail			X		
Observation Deck			X		
Canoe Launch			X		
Nature Center					X
Wetland Restoration/Creation			X	X	X
Exotic Removal	X	X	X	X	X
Monitoring	X	X	X	X	X

MONITORING AND REPORTING

Photo plots will be established to monitor exotic removal efforts, re-establishment of native species, listed species and changes in plant community composition. Two transects will be established to document management objectives and record species present on the site. Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust. The annual report will define those efforts that have been performed to achieve the goals as described in the management plan. Any newly identified listed species information will be forwarded to Florida Natural Areas Inventory (FNAI) on the appropriate forms found in Exhibit H.

During the annual review process, the plan may be revised as necessary to reflect changes in site conditions or management approaches. Proposed revisions and/or amendments to the Management Plan will undergo review and approval by the appropriate agencies prior to adoption.

The Environmental Resources Director will make written requests and receive written approval from Florida Communities Trust before undertaking any site alterations or physical improvements that are not addressed in the FCT approved Management Plan.

The annual report will include but not be limited to a summary report of the County's previous year's accomplishments as specified below:

1. Management program and activities on the Property.
2. Status of wildlife resources & native plant communities.
3. Status of educational programs (# classes, topics and # of participants).
4. Status of revenues collected from educational programs and how revenues were expended.

5. Review of special problems & concerns encountered.
   The annual stewardship report will be due on May 31st of each year.

REFERENCES SITED

Florida Natural Areas Inventory and Florida Department of Natural Resources. 1990. Guide to the Natural Communities of Florida.

Soil Survey of St. Lucie County Area, Florida. 1980. USDA.

Wood, D.A. 1994. Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida. Florida Game and Fresh Water Fish Commission.

Wunderlin, R.P. 1939. Guide to the Vascular Plants of Central Fla.

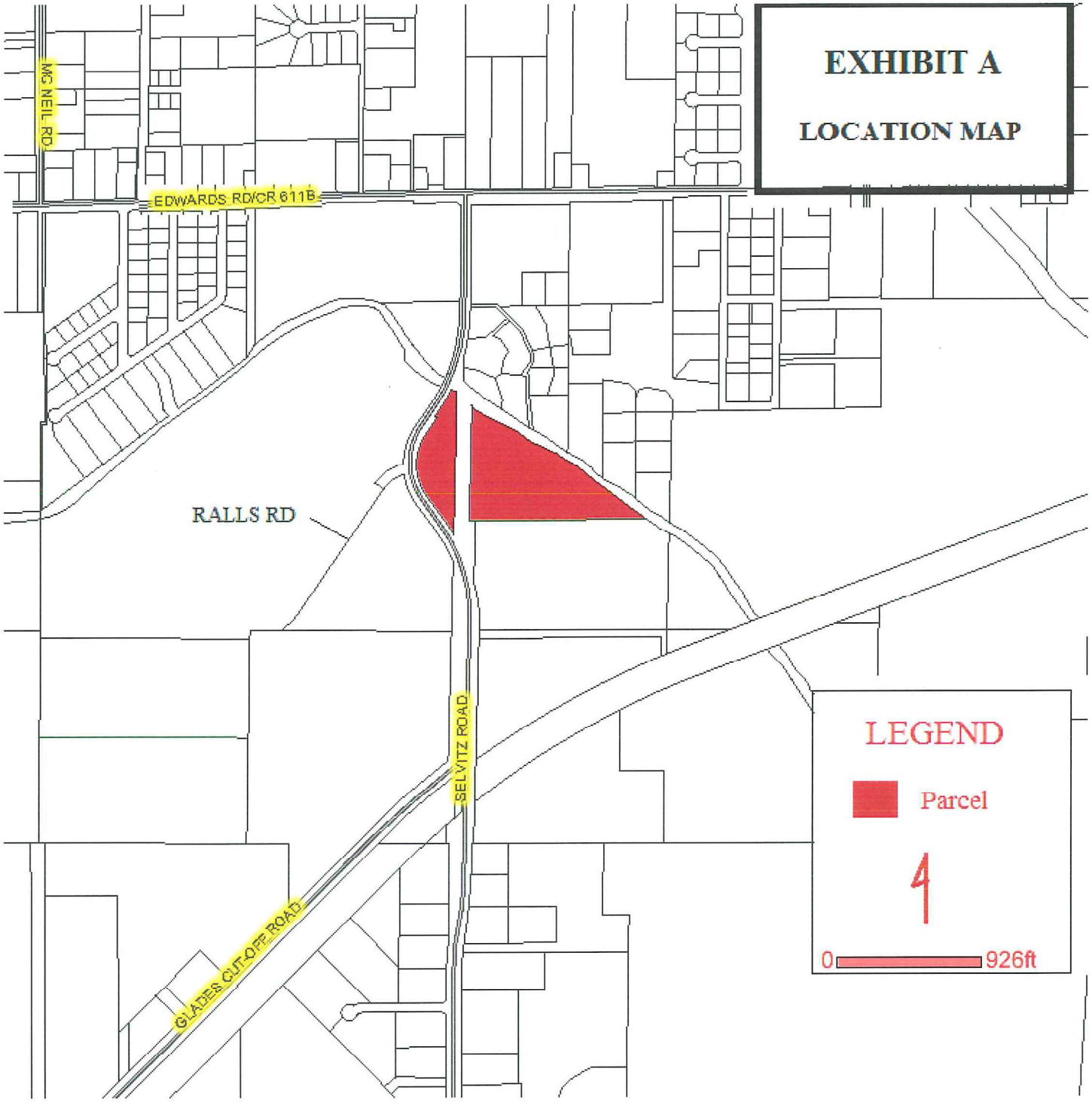


EXHIBIT A
LOCATION MAP
MC NEIL RD
EDWARDS RD/CR 611B
RALLS RD
SELVITZ ROAD
GLADES CUT-OFF ROAD
LEGEND
Parcel
0
926ft

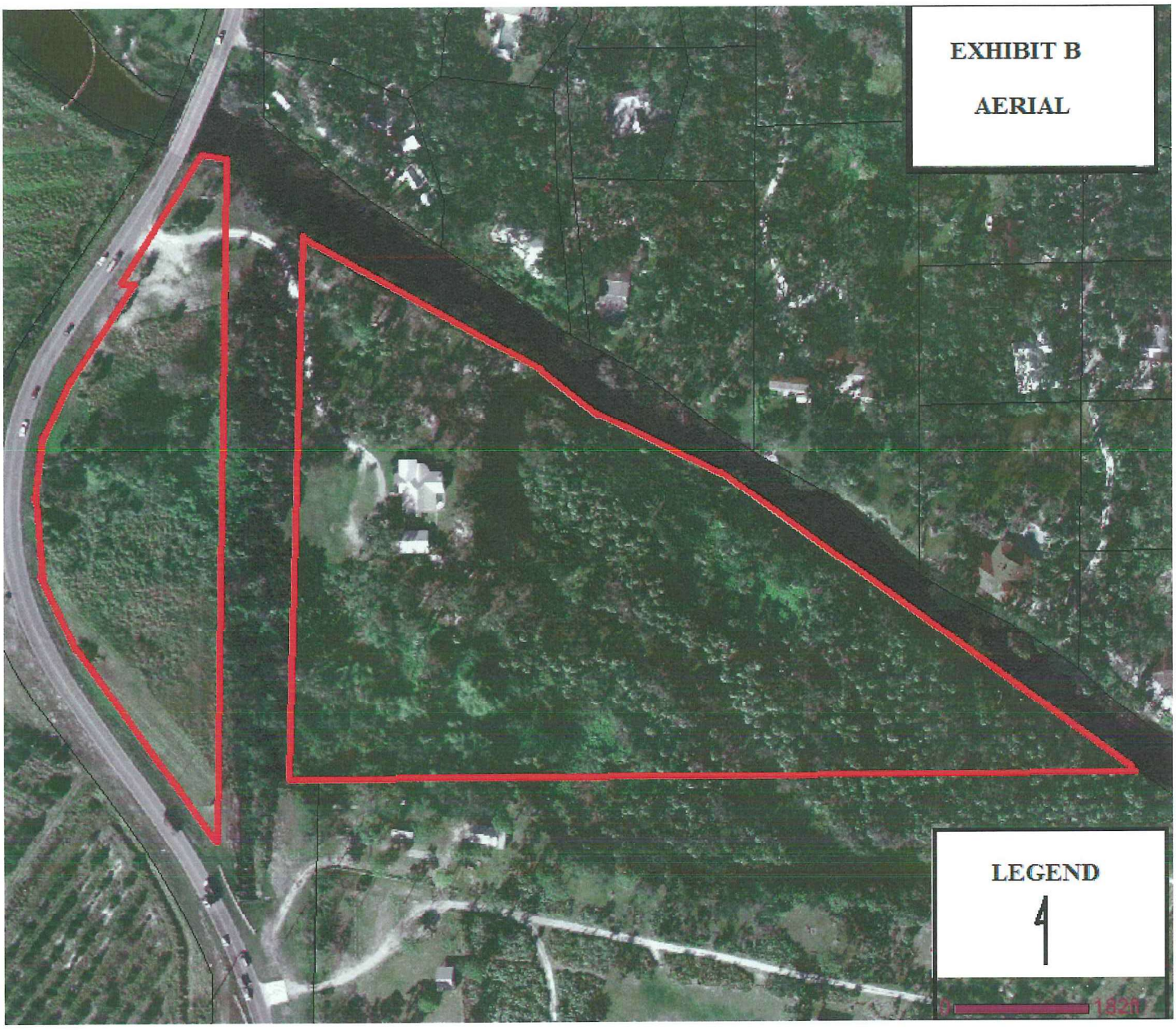


EXHIBIT B
AERIAL
LEGEND
0
1820

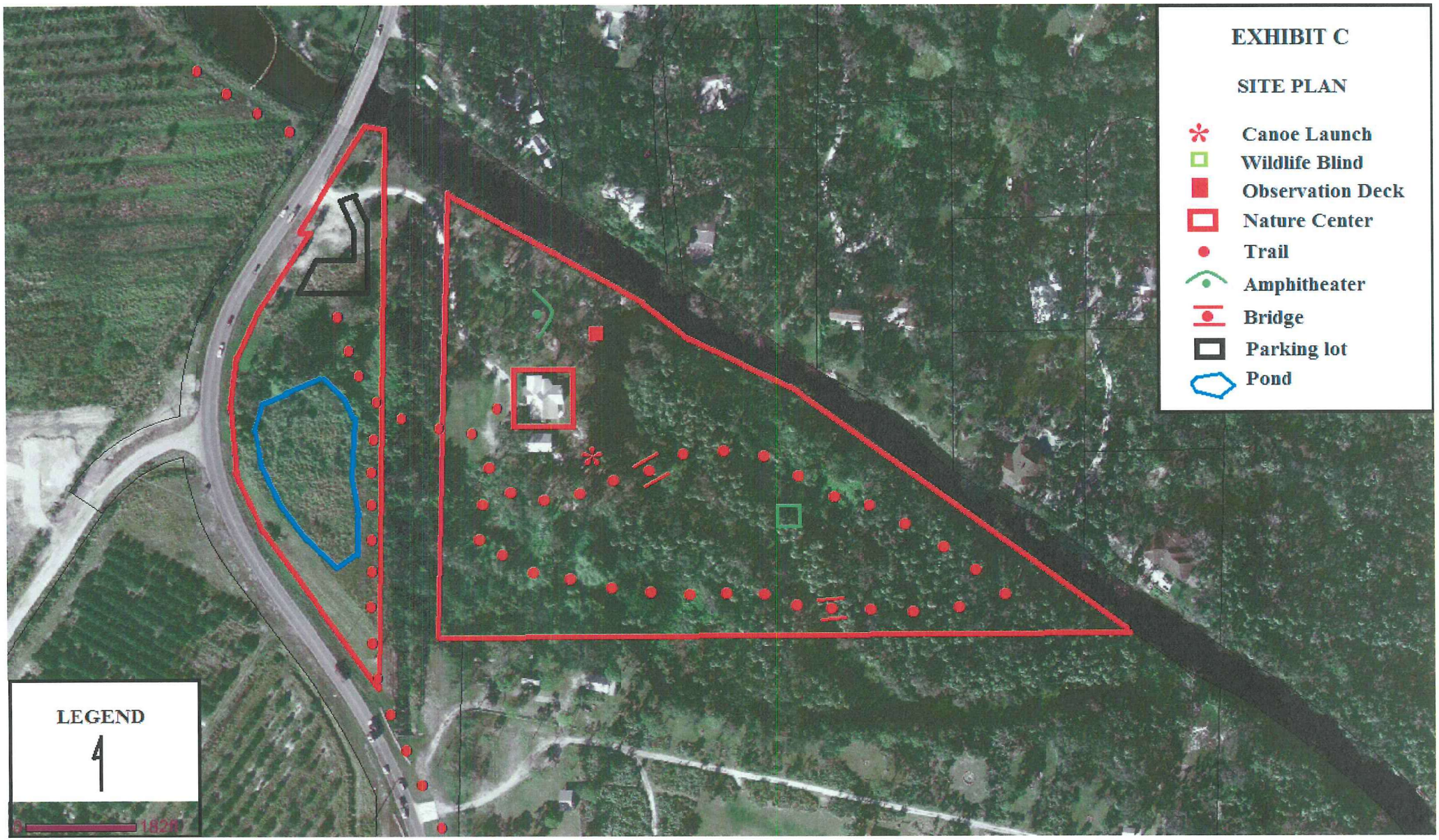
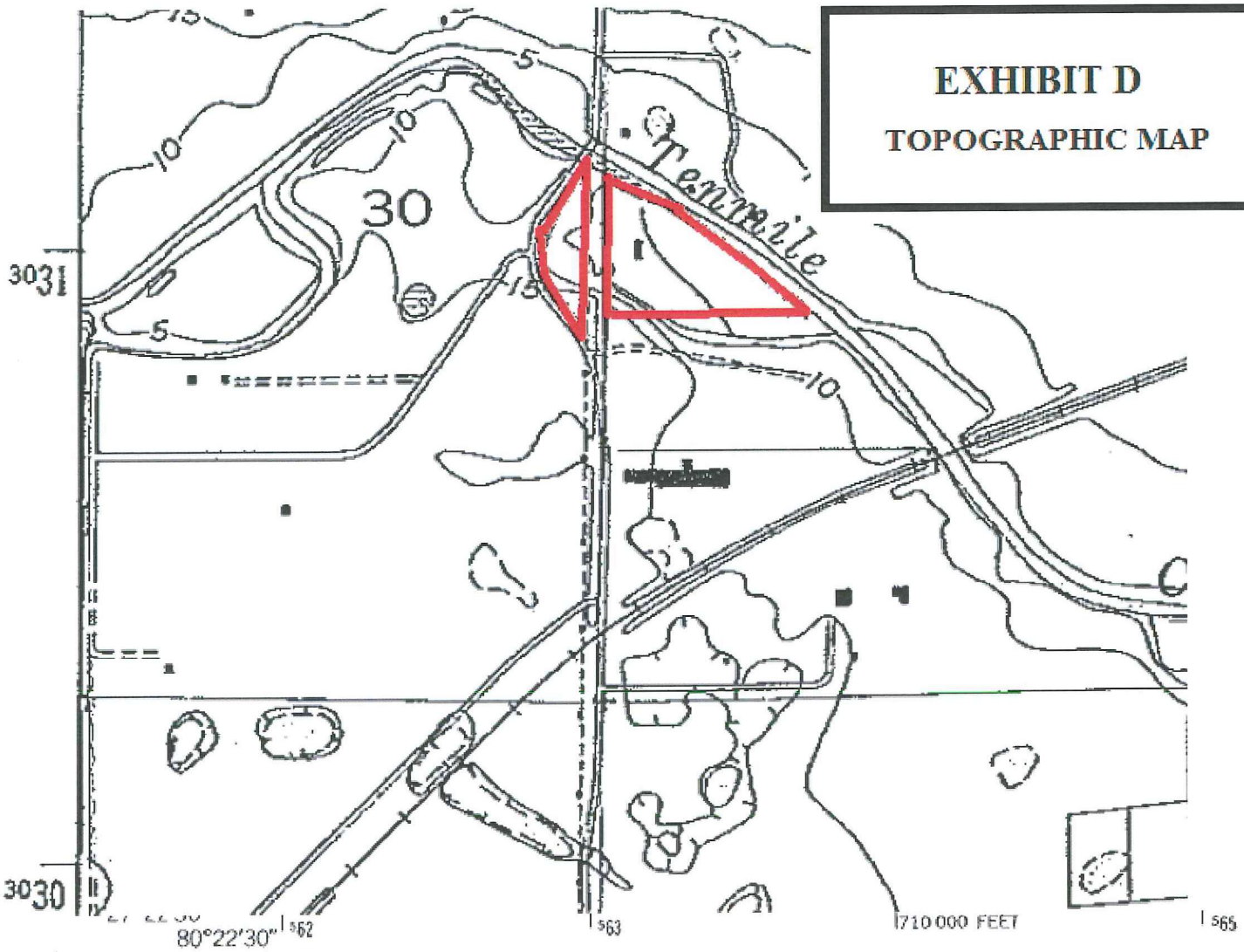


EXHIBIT C
SITE PLAN
Canoe Launch
Wildlife Blind
Observation Deck
Nature Center
Trail
Amphitheater
Bridge
Parking lot
Pond
LEGEND
0
182ft

EXHIBIT D

TOPOGRAPHIC MAP



Mapped by the U. S. Coast & Geodetic Survey
Edited and published by the Geological Survey

Control by USC&GS (C) and USED (E)

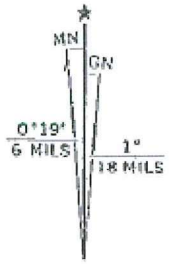
Culture and drainage in part compiled from aerial photographs taken 1946
Topography by plane-table methods 1947. Field check 1948 and 1949

Polyconic projection. 1927 North American datum
10,000-foot grid based on Florida coordinate system, east zone

No distinction is made between dwellings, barns, commercial and industrial buildings

Red tint indicates area in which only landmark buildings are shown

1000-metre Universal Transverse Mercator grid ticks, zone 17, shown in blue



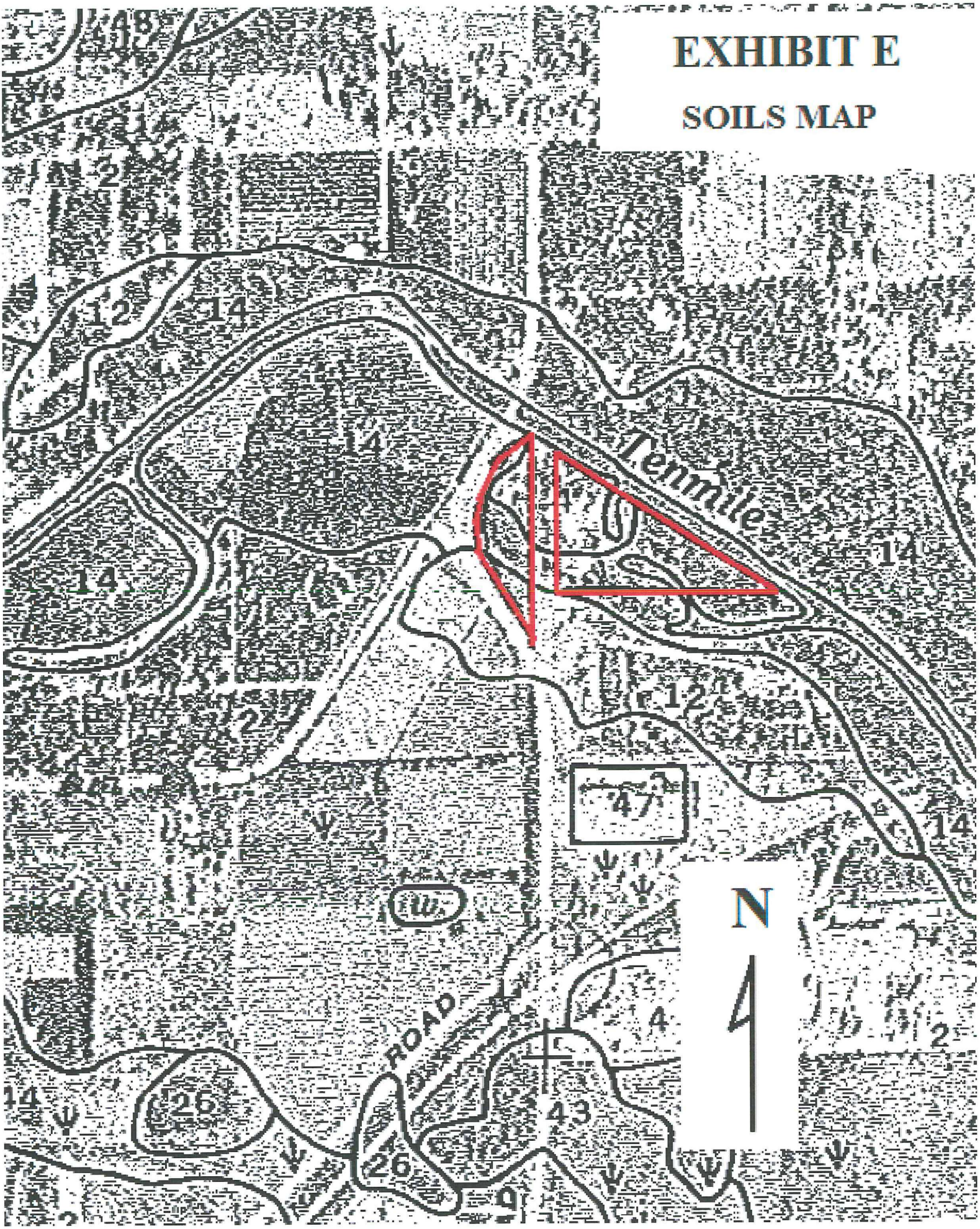
UTM GRID AND 1970 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

Revisions shown in purple compiled by the Geological Survey aerial photographs taken 1970. This information not field c

Purple tint indicates extension of urban areas

EXHIBIT E

SOILS MAP



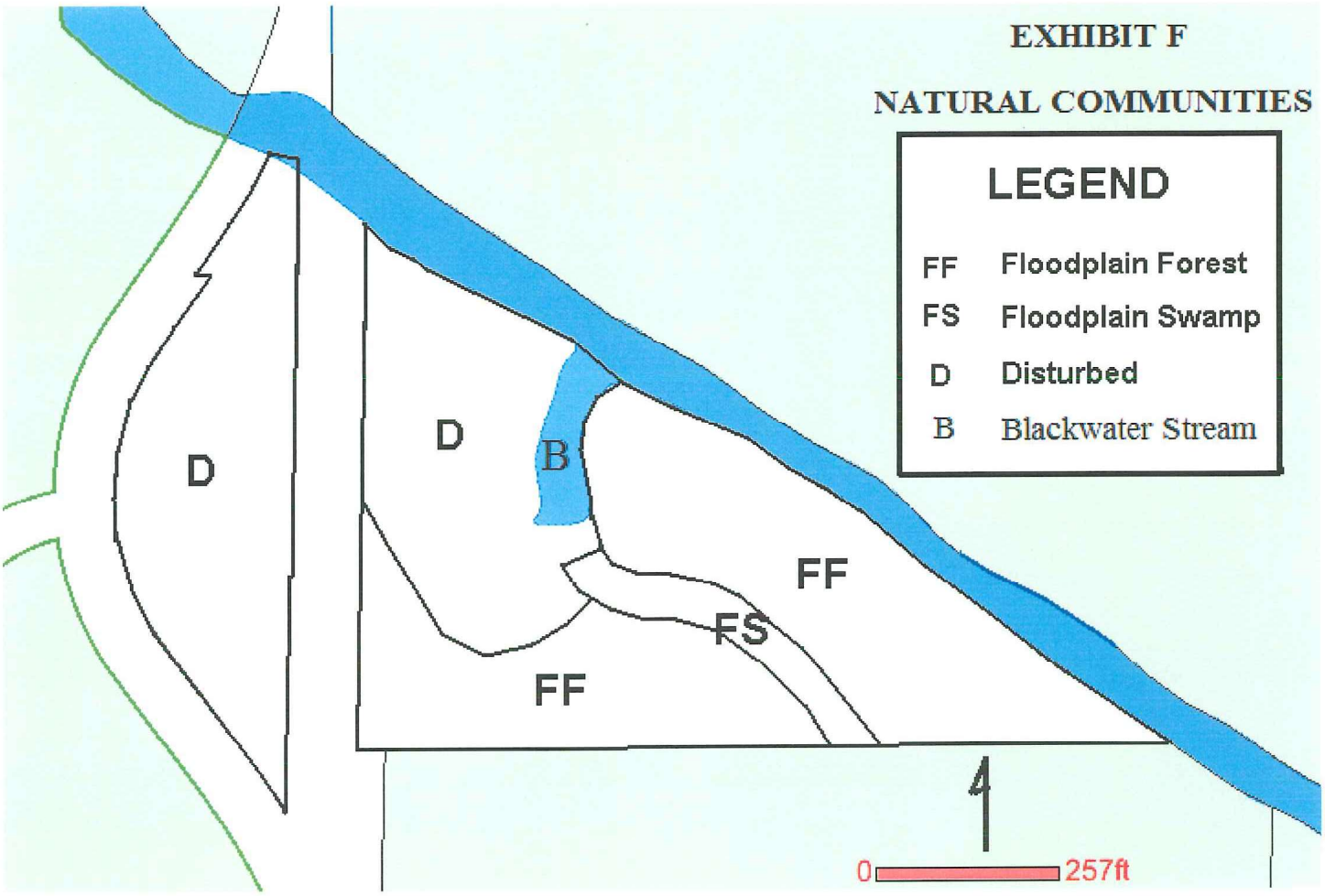


EXHIBIT F
NATURAL COMMUNITIES
LEGEND
FF Floodplain Forest
FS Floodplain Swamp
D Disturbed
B Blackwater Stream
D
D
B
FF
FS
FF
N
0
257ft

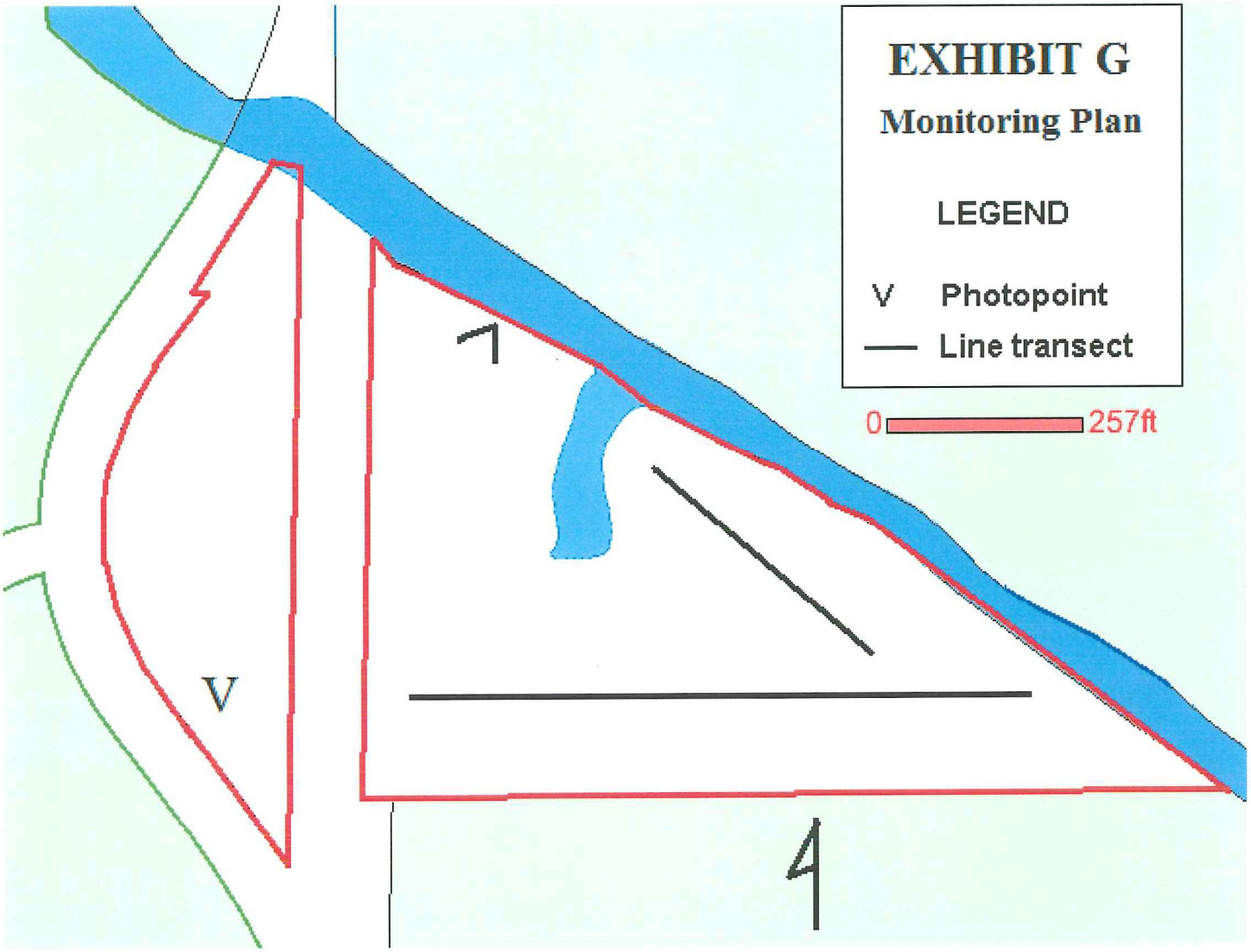


EXHIBIT G
Monitoring Plan
LEGEND
V Photopoint
Line transect
0
257ft
V

FLORIDA NATURAL AREAS INVENTORY

Field Report Form for Occurrences of Rare Plants, Animals, and Natural Communities

This form should be used only for original field observations regarding a single species or community, at one location, and for (preferably) a single date. Please complete only those fields that are known to you. Use the back of the form or other sheets as necessary to report additional information, and if you have any questions or need assistance with the form, please call FNAI at 850-224-8207. Thanks for your help.

Your name: _____ Phone: _____ E-mail: _____

Address: _____ Date Submitted: _____

Name(s) of observers: _____

Do you want us to protect (i.e., prevent disclosure to the general public) the identification and location information you provide below?

Yes ☐ No ☐ If so, reason for sensitivity _____

IDENTIFICATION (enter common name only if the scientific name is unknown)

Scientific name: _____ Common name: _____

Basis for identification: Personal knowledge ☐ Reference key ☐ Field guide ☐ Museum specimen ☐ Expert ☐ Other ☐

Name of reference/guide/museum/expert: _____ Other _____

Did you take a photograph? Yes☐ No☐ (If possible, please attach a copy of the photo) Did you collect a specimen? Yes☐ No☐ If so, was a specimen deposited at a museum or herbarium? Yes ☐ No ☐ If so, collection # _____

Do you think that your identification requires confirmation? Yes ☐ No ☐ Repository _____

LOCATION

County: _____ Site or managed area name, if known: _____

Precise directions to the occurrence that use a readily locatable and relatively permanent landmark on or near the site (such as a road intersection, bridge, or natural landform) as the starting point. Include distances and directions from landmarks, as appropriate. Please note – neither the directions nor the coordinate information will be provided to the general public if the data are to be considered sensitive, as indicated above.

_____

_____

_____

Latitude _____N Longitude _____W Datum: NAD27 ☐ WGS84/NAD83 ☐ Unknown ☐

Source of latitude/longitude coordinates? GPS ☐ Other ☐ If other, describe _____

If GPS: Make_____ model_____ accuracy_____ m DGPS? Yes☐ No☐ Unknown☐ WAAS? Yes☐ No☐ Unknown☐

If possible, mark the site on a copy of a DOQQ photograph or a USGS 7.5' topographic map and attach to this form. Otherwise, using the back side of the form, please provide a sketch of the vicinity showing the occurrence in relation to towns, roads, landforms, water bodies, and other natural features, including ecological communities. Please include also an indication of scale and a North arrow.

OBSERVATION INFORMATION

Date of observation (m/d/yyyy): _____ Time of day _____ Estimate of total area observed _____m^2 or _____ acres. Percent of this area actually occupied by the population or community: _____%. Approximate dimensions of the area occupied: length_____m width_____m

How did you collect the data? (e. g., visually observed from road, trap or capture methods, walking a path through community, formal survey, etc.)

_____

Is there other suitable habitat (unobserved) in the vicinity? Yes ☐ No ☐ Don't know ☐ Extent? (e.g., acres, miles) _____

Have you been to this location before? Yes☐ No☐ If so, when? _____

Did you previously observe this species or community? Yes☐ No☐ Did not look for it ☐ If you have previously seen the population or community, do you think there is now more?☐ less?☐ about the same amount as before?☐ or no way to compare ☐.

General description. Please provide a description or "word picture" of the area where this occurrence is located (i.e., the physical setting and ecological context), including habitat, dominant plant species, topography, hydrology, soils, adjacent communities, and surrounding land use.

_____

_____

_____

For animals: Number of individuals (or nests, burrows, etc.) seen: _____ Age structure _____

Estimated total no. of individuals in population: _____ Basis? _____

Ecological & behavioral notes (e.g. reproductive stage, activity type [feeding, flying, nesting, etc.]): _____

_____

_____

For plants: Number of individuals (or clumps, etc.) seen within the observed area: _____

Flowering? Yes☐ No☐ Fruiting? Yes☐ No☐ In bud? Yes☐ No☐ In leaf? Yes☐ No☐ Dormant? Yes☐ No☐

For communities: For each of three strata (tree, shrub, and ground layers), please list the dominant species comprising the stratum, together with an estimate of the height and percent cover for each stratum. (use the back of this form or another sheet, if necessary, to list additional species)

Stratum	height	% cover	Species
Tree			
Shrub			
Ground			

Describe species dominance relationships, vegetation heterogeneity, succession stage/dynamics, and any other unique aspects of the community or additional noteworthy species (including animals).

_____

_____

MANAGEMENT

Owner of site (if known): _____

Is the owner or manager protecting or managing the property for this species or community? Yes ☐ No ☐ Don't know ☐

Are there disturbances or threats (e. g., urban development, agriculture, vehicle use, forestry, logging, fire suppression, ditching/draining, impoundment, exotic species, and natural disturbance) in the vicinity of the site? Yes ☐ No ☐ Don't know ☐

If so, please describe type and severity: _____

_____

Is there evidence (e.g., fire breaks, scorching) of the use of fire at the site? Yes ☐ No ☐ Don't know ☐ Describe and give dates of recent fires, if known _____

Comments on management history or needs: _____

OTHER

Additional comments concerning the population or community, its ecological conditions, contact information for other knowledgeable people, etc.:

_____

_____

Please send this completed this form to: Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C

Tallahassee, FL 32303

THANK YOU!

PHOTO POINT DATA SHEET

LOCATION:_____ PHOTOPOINT #:_____

DATE (MM/DD/YY):_____

TIME:_____

GPS LOCATION OF POINT: (Lat\Long in DMS)_____

GENERAL DIRECTIONS TO POINT:_____
_____
_____

PHOTOGRAPH NUMBER:_____

WEATHER:_____

VEGETATION PARAMETERS

1. HEIGHT: Average Height of dominant shrub/tree/grass species between photopoint & point (m)

   a) shrub layer _____
   b) canopy layer _____
   c) herb layer _____

2. DENSITY (% coverage)

   a) 0.0 - 0.5 _____

   b) 0.5 - 1.0 _____

   c) 1.0 - 1.5 _____

   d) 1.5 - 2.0 _____

   e) 2.0 - 2.5 _____

3. Water depth at reference point
   _____ (cm)

Date:

Property:

Observer:

Plot #	Genus/Species	% cover	Seedling	H2O	Plot #	Genus/Species	% cover

Exhibit I
Species List

PLANTS

Albizia lebbeck	Womans Tongue	N
Alpinia spp.	Shell flower	N
Annona glabra	Pond apple	
Antigonon leptopus	Coral vine	
Arecastrum romanzoffianum	Queen palm	N
Bambusa spp.	Bamboo	N
Bauhinia blakeana	Hong Kong Orchid	N
Blechnum serrulatum	Swamp Fern	
Callicarpa americans	Beauty Berry	
Carya aquatica	Water Hickory	
Crinum americanum	Swamp lily	
Dioscorea bulbifera	Air potato	N
Eleocharis spp.	Spikerush	
Encyclia tampensis	Butterfly orchid	
Enterlobium cyclocarpum	Ear tree	N
Eugenia uniflora	Surinam cherry	N
Eupatorium capillifolium	Dog fennel	
Ficus aurea	Strangler Fig	
Fraxinus carolinia	Pop ash	
Hylocereus undatus	Night booming cereus	N
Ipomoea spp.	Morning glory	
Ixora spp.	Ixora	N
Juniperus silicicola	Red Cedar	
Kalanchoe spp.	Inch plant	N
Koelreuteria formosana	Goldenrain tree	N
Lagerstroemia indica	Crape myrtle	N
Lantana spp.	Lantana	N
Ligustrum lucidum	Ligustrum	N
Ludwigia spp.	Primrose Willow	
Mangifera indica	Mango	N
Melia azedarach	Chinaberry	N
Momordica balsamina	Balsam apple	
Nephrolepis exaltata	Boston fern	N
Osmunda cinnamomea	Cinnamon fern	
Parthenocissus quinquefolia	Virginia Creeper	
Peltophorum inerme	Yellow Poinciana	N
Phlebodium aureum	Golden Polypody	
Phonenix roebelenii	Pygmy date palm	N
Phytolacca americana	Pokeberry	
Pinus elliottii	Slash Pine	
Podocarpus spp.	Podocarpus	N
Polypodium polypodioides	Resurrection fern	
Pseudogynoxys chenopodioides	Mexican flame vine	N
Psychotria spp.	Wild Coffee	

Quercus laurifolia	Laurel Oak	
Quercus virginiana	Live Oak	
Raphiolepis indica	India hawthorn	N
Ricinus communis	Castor bean	N
Sabal palmetto	Cabbage Palm	
Salix caroliniana	Carolina Willow	
Sansevieria spp.	Bowstring hemp	N
Schefflera arboricola	Dwarf schefflera	N
Schinus terebinthifolius	Brazilian Pepper	N
Smilax spp.	Green Briar	
Syngonium podophyllum	Arrowhead vine	N
Tabebuia argentea	Yellow Tabebuia	N
Taxodium distichum	Baldcypress	
Tillandsia recurvata	Ball Moss	
Tillandsia setacea	Needle leaved air plant	
Tillandsia usneoides	Spanish moss	
Tillandsia utriculata	Pineapple airplant	
Toxicodendron radicans	Poison Ivy	
Typha spp.	Cattail	
Urena lobata	Caesars Weed	N
Viburnum odoratissimum	Awabuki viburnum	
Viburnum suspensum	Viburnum	N
Vitis rotundifolia	Muscadine Grape	
Vittaria lineata	Shoestring Fern	
Wedelia trilobata	Wedelia	N
Woodwardia spp.	Chain fern	

ANIMALS

Alligator mississippiensis	American Alligator	SSC
Cathartes aura	Turkey vulture	
Corvus brachyrhynchos	American crow	
Melanerpes carolinus	Red-bellied woodpecker	
Mimus polyglottos	Mockingbird	
Procyon lotor	Raccoon	

N-Non-native SSC-Species of Special Concern

FCT Contract Number __-CT-_____
FLORIDA COMMUNITIES TRUST
08-057-FF8
BECKER PRESERVE
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and ST. LUCIE COUNTY, a political subdivision of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 4, 2008 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Site may be acquired in an expeditious manner.

4. If the Recipient is identified in paragraph V.4. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report to FCT of Project Site acquisition activities. The monthly report shall contain the dates that appraisals are ordered and due, as well as the dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.

5. No later than **December 15, 2010**, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than **December 15, 2010**, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

a. **Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient's project is selected for funding.** Prior to the delivery of awarded FCT funds, the appraisal(s) shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined; and

b. Purchase Agreement(s), as defined by Rule 9K-8.002(16), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Fifty Percent (50%) of the final Project Costs, as defined in Rule 9K-

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, FCT acquisition activities shall be terminated unless the Seller agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: JoAnn Riley

Title: Property Acquisition Manager

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-2825 Fax: (772) 462-1440

E-mail: rileyj@stlucieco.org

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.

b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.

c. A statement of the Project Costs.

d. A statement of the amount of the award being requested from FCT.

e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

g. A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves and executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a. above.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or

c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.

h. A description of proposed educational displays and programs to be offered, if applicable.

i. A description of how the management will be coordinated with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla.Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

Per Department of Financial Services Rule 69I-5.004(2)(a), Florida Administrative Code, the determination of when State financial assistance is expended should be based on when the activity occurs (the activity pertains to events that require the nonstate entity to comply with contracts or agreements, such as expenditure transactions associated with grants.) Additional prior fiscal year expenditures of State financial assistance should be added to total expenditures of State financial assistance previously reported for the prior fiscal year to determine if the threshold was exceeded. If so, the nonstate entity should take appropriate action to provide for an audit for the prior fiscal year in accordance with the Florida Single Audit Act. Therefore, it may be necessary for the Recipient to amend prior fiscal year audits to account for receiving the FCT grant funds because the determining factor of when the expenditure must be accounted for is when the expenditure is made, not the signing of this agreement.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of the FCT Award;

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

ST. LUCIE COUNTY

By: _____
(print name)
Chairman

Date: _____

Approved as to Form and Legality:

By: _____
Daniel S. McIntyre, County Attorney

FLORIDA COMMUNITIES TRUST

By: _____
Ken Reecy
Community Program Manager

Date: _____

Approved as to Form and Legality:

By: _____
Kristen L. Coons, Trust Counsel

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	Recipient Board Member, Staff or Agent Name	Signature
_____	Daniel S. McIntyre	_____
_____	JoAnn Riley	_____
_____	Janet LiCausi	_____
_____	Steve Fousek	_____
_____	Ron Harris	_____

ST. LUCIE COUNTY

By: _____
(print name)
Chairman

Date: _____

Approved as to form and legality:

By:_____
Daniel S. McIntyre, County Attorney

FLORIDA COMMUNITIES TRUST

By: _____
Ken Reecy
Community Program Manager

Date: _____

Approved as to form and legality:

By:_____
Kristen L. Coons, Trust Counsel

THE DEED WILL BE INCLUDED WHEN AVAILABLE

ORDINANCE NO. 82-10

AN ORDINANCE ESTABLISHING REGULATIONS
TO GOVERN THE USE OF PROPERTIES
AND FACILITIES OWNED OR LEASED BY ST. LUCIE COUNTY

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida, has made the following determinations:

1. Section 125.01(1)(c and (d), Florida Statutes, authorizes the Board to provide and maintain county buildings, parks, preserves, playgrounds, recreation areas, rights of way, and other public properties and facilities.
2. Section 125.01(1)(t) authorizes the Board to adopt ordinances necessary for the exercise of its powers.
3. The enjoyment, conservation, and protection of the properties and facilities owned or leased by St. Lucie County require the adoption of regulations to govern the use of such areas in accordance with the purposes for which those areas were intended.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of St. Lucie County, Florida:

PART A. AMENDMENT OF ARTICLE II OF CHAPTER 1-15 (REGULATIONS FOR PROPERTIES AND FACILITIES OWNED OR LEASED BY ST. LUCIE COUNTY)

Article II of Chapter 1-15 of the Code of Ordinances of St. Lucie County, Florida, is hereby amended to read as follows:

ARTICLE II. REGULATIONS FOR PROPERTIES AND FACILITIES OWNED OR LEASED BY ST. LUCIE COUNTY

SECTION 1-15-16. **APPLICABILITY OF ARTICLE**
This article shall apply to all properties and facilities, including, but not limited to, buildings, parks, preserves, playgrounds, recreation areas, and rights of way owned or leased by St. Lucie County, Florida

SECTION 1-15-17. **HOURS OF OPERATIONS**
All areas regulated by this article shall be closed from sunset to sunrise daily, except

(a) where otherwise posted;
(b) for using designated areas reserved for the launching and retrieval of boats;
(c) for attending or participating in events sponsored, provided, or authorized by a unit of St. Lucie County government.

SECTION 1-15-18. **PRESERVATION OF BUILDINGS AND OTHER PROPERTY.**

(a) No person shall willfully mark, deface, disfigure, injure, tamper with, displace, or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities, signs, notices or placards, monuments, stakes, posts, or other boundary markers, or other structures, equipment, facilities, or appurtenances located in the areas regulated by this article.

(b) No person shall damager or remove plants or plant materials, trees, or parts thereof, or any flowers or nuts or seeds whatsoever, except that park personnel may be empowered to make such removals and scientists and students of botany may be give specimen collecting permits by the Superintendent of Recreation of St. Lucie County.

(c) No person shall make any excavations by tool, equipment, blasting or other means or agency, or shall construct or erect any building, structure, tent, or shelter, or shall erect or use any electronic sound amplifying device, or shall run or string any public utilities into, across, or over any area regulated by this article, unless authorized by permit or easement.

SECTION 1-15-19. **OVERNIGHT CAMPING.**

(a) Overnight camping shall be prohibited in the areas regulated by this article unless specifically authorized by permit from the Superintendent of Recreation of St. Lucie County.

(b) Bringing into a regulated area and using for overnight occupancy any house trailer, camp trailer, camp wagon, or any form of moveable structure, or special vehicle, is prohibited, except where specifically allowed by permit.

SECTION 1-15-20. **FIREARMS.**

(a) No person shall carry, use, or possess, firearms of any description, air rifles or pistols, spring guns, bows and arrows, or any other form of weapon which is potentially hostile to wildlife or dangerous to human safety on or in the areas regulated by this article, except when such items are used in a program sponsored, provided, or authorized by a unit of St. Lucie County government.

(b) No person shall harm or cause harm in any way to wildlife, inclusive of all species of mammal, bird, reptile, or amphibian, or harm their nest or burrow on or in the areas regulated by this article, except that park/preserve personnel may be empowered to make such removals and scientists and students of wildlife biology may be given specimen collecting permits by the County Administrator.

SECTION 1-15-21. **FIRES, FOOD PREPARATION, & COOKING: DUTY OF PICNICKERS**

(a) No person shall build, light, or cause to be lighted, any fire upon the ground or beach in any area except as specifically designed and in an approved grill, stove, fireplace, or other suitable container, nor shall any person starting a fire leave the area without extinguishing the fire.

(b) No person shall use a grill or other device in such a manner as to burn, char, mar or blemish any bench, table or any other object of property.

SECTION 1-15-22. **OPERATION AND PARKING OF MOTOR VEHICLE.**

(a) No person shall drive, operate, park, stop, occupy, ride upon, be a passenger in, or alight from, on, or into any motor vehicle in or upon any area regulated by this article, except upon the streets or highways publicly maintained for purposes of vehicular travel, or roads, pathways, and parking areas specifically designated for that purpose.

(b) No motor vehicle will be permitted on the beach areas regulated by this article except authorized beach patrol vehicles, city, county, state, or federal vehicles, and ambulances and wreckers on emergency calls.

(c) No person shall park a motor vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions there displayed and with the instructions of any attendant who may be present.

(d) No person shall stop or park a motor vehicle in any area regulated by this article beyond the hours of operation and use established above without the prior express permission of the Fort Pierce Police Department or the St. Lucie County Sheriff's Department. Motor vehicles parked in violation of this article shall be subject to removal by the Fort Pierce Police Department or the St. Lucie County Sheriff's Department and may be impounded until such time as redeemed at the owner's expense.

SECTION 1-15-23. **ALCOHOLIC BEVERAGES**.

The possession of consumption of alcoholic beverages in the areas regulated by this article is prohibited.

SECTION 1-15-24. **VENDING OR SELLING.**

No person, organization, or firm, other than the county government or licensed concessionaries acting by and under the authority of the Board of County Commissioners, shall expose or offer for sale, rent, or trade any article or thing, nor place any stand, cart, or vehicle for transport, sale, or display of any food, drink, article, or merchandise within the limits of any regulated by this article.

SECTION 1-15-25. **BEACHES.**

(a) No dog or other animal will be permitted on the beach areas regulated by this article except authorized law enforcement dogs for emergency purposes and patrol.

(b) No athletic game will be permitted on the beach areas regulated by this article without the express permission of lifeguard personnel.

(c) No contest or competitive event, including swimming, diving, boating, surfing, surf fishing, or spearfishing will be permitted on the beach areas regulated by this article unless authorized by permit from the Superintendent of Recreation of St. Lucie County.

(d) All skin divers entering and exiting the water within the beach areas regulated by this article shall check in and out with lifeguard personnel.

SECTION 1-15-26. **GROUP FUNCTIONS.**

No group shall hold a function or event on an area regulated by this article unless authorized by permit from the Superintendent of Recreation of St. Lucie County pursuant to applicable regulations.

SECTION 1-15-27. **PERMITS.**

(a) All requests for permits required under this article shall be made in writing upon an application form to be furnished by the Superintendent of Recreation of St. Lucie County, which shall require the following:

(1) the name and address of the applicant proposing or sponsoring the activity involved;

(2) the purpose of activities to be engaged in by the participant;

(3) the date and hours for which the permit is desired;

(4) the specific areas for which the permit is requested;

(5) the estimated number of persons who will attend or participate in the activity involved;

(6) a statement of any special circumstances which are material to the permit required;

(7) utilities needed for the event; and,

(8) the person who will be responsible for cleaning the area of any trash or debris, and who will be responsible should any damage occur to the facilities.

(b) If the areas regulated by this article will be available for use on the date and time requested and is not subject to a prior reservation, the Superintendent of Recreation of St. Lucie County may issue a permit if he finds the area use applied for to be in accordance with the purpose for which such area is designated or intended, and further, that the proposed activity will not unreasonably interfere with or detract from the general public enjoyment of the remaining areas regulated by this article, or interfere with or endanger public health, welfare, or safety, or entail unusual, extraordinary, or burdensome expense for supervision, maintenance, cleanup, or Police protection by the City of Fort Pierce or the St. Lucie County Sheriff's Department.

(c) Within ten (10) days after receipt of an application for permit, the Superintendent of Recreation of St. Lucie County shall either approve or deny the application and advise the applicant accordingly, either in person or by mail. If an application is denied, the Superintendent of Recreation of St. Lucie County at the time of notification shall apprise the applicant in writing of the reasons for such refusal. Any person aggrieved by a denial shall have the right of appeal to the Board of County Commissioners, which shall consider the application under the standards set forth above and, without undue delay, sustain, overrule, or modify the decision of the Superintendent of Recreation of St. Lucie County.

(d) Permits shall be issued subject to applicable regulations, and to such special regulations and instructions as may be prescribed by the Superintendent of Recreation of St. Lucie County. The Superintendent of Recreation of St. Lucie County, or any officer of the Fort Pierce Police Department or the St. Lucie County Sheriff's Department, shall have the authority to revoke a permit upon finding a violation of any provision of this article, any applicable regulation, or any condition of the permit.

Section 1-15-28. **ACCESS; CLOSURES, AND DEFINITION.**

(a) The Term "preserve" as used in this article shall have the indicated meaning: Preserves: A property that was acquired and is primarily managed for its natural/ecological values.

(b) Access to Preserves by the general public is only authorized at designated entry points. Designated entry points for specific Preserves shall be set fort in the management plans and identified with appropriate posting.

(c) Preserves or portions of Preserves shall be closed to public use under the following conditions:

(1) When necessary for public safety during wildfires or prescribed burns.

(2) When necessary during emergency conditions such as floods, severe weather events, or wildfire danger for public safety and the protection of natural resources. All closures shall require the approval of the Leisure Services Director and concurrence of the County Administrator. In no event shall such closures exceed thirty (30) days duration without the approval of the Board of County Commissioners.

(3) When necessary on a permanent basis to protect natural, historic or archaeological resources. Such closures shall require advance public notice an approval by the Board of County Commissioners.

(d) Temporary closures of Preserves or portions of Preserves will be posted at authorized points of entry to the Preserves.

Section 1-15-29. **USE OF VEHICLES, AIRBOATS AND AIRCRAFT.**

(a) Vehicular travel within Preserves is limited to designated areas as specified in the management plan.

(b) Airboat use within Preserves is limited to designated areas as specified in the management plan.

(c) The take off or landing of either motorized or non-motorized conventional or model aircraft such as airplanes, helicopters, ultra lights, gliders, and hang gliders, within Preserves is prohibited unless specified in the management plan. The use of helicopters as part of the management of the site is permitted by management personnel.

(d) The operation of bicycles on designated hiking trails closed to such use is prohibited.

(e) This section shall not apply to authorized law enforcement, emergency or Leisure Services vehicles.

Section 1-15-30. **EQUESTRIAN ACTIVITIES; USE OF SADDLE ANIMALS.**

(a) Preserves open to equestrian activities and the use of saddle animals shall be specified in the management plan.

(b) Where authorized, the use of horses and other saddle animals shall be permitted on all designated roads, firebreaks and trails within Preserves, unless otherwise specified in the Management Plan.

(c) The use of horses and other saddle animals on designated hiking trails is prohibited.

PART B. SEVERABILITY AND APPICABILITY

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

PART C. REPEAL OF SECTION 1-15-3.

Section 1-15-3 of the Code of Ordinances of St. Lucie County, Florida, is hereby repealed.

PART D. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this ordinance to the Bureau of Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

PART E. EFFECTIVE DATE.

This ordinance shall take effect on December 1, 1982.

PART F. CODIFICATION.

Provisions of this ordinance shall be incorporated in the code of Ordinances of St. Lucie County, Florida, and the word "ordinance" may be changed to "Section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that parts B through F shall not be codified.

PASSED AND DULY ENACTED this 9th day of November, 1982.

BOARD OF COUNTY

COMMISIONERS

ST. LUCIE COUNTY, FLORIDA

By _____

Chairman

ATTEST:

_____

Clerk

SPECIAL MANAGEMENT CONDITIONS

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

"Once the project is purchased, the County will amend the future land use designation from (RL) Low density residential to Conservation status, consistent with zoning requirements. The zoning will also be changed from (RS-1) Residential, Single family to Conservation status." (Page 3)

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

"A sign will be provided at the parking lot, identifying the project as being publicly owned, open to the public, the purchase of which was facilitated by funds from Florida Communities Trust and St. Lucie County." (Page 6)

3. At least three recreational facilities including an open air amphitheatre, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be designed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

The facilities "shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources of the property without causing harm to these resources." (Page 4)

An observation deck, canoe launch/dock, wildlife observation platform and amphitheater will be constructed at the project. (Pages 4-5)

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

"No improvements will be located where their existence will deter from the protection, restoration and preservation of the natural and cultural/historic resources of the property." (Page 4)

All proposed physical improvements shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources of the property without causing harm to these resources. Where practical, proposed improvements will be located on disturbed areas. (page 4)

"The lot will be approximately 65 x 100 foot, consist of grass (shell if necessary), and will accommodate approximately fifteen (15) vehicles." (Page 5)

5. A nature trail of at least ¼ mile shall be provided on the project site.

Over 2,000 feet of hiking trails will be established through the site identifying the natural features of the property. Trails will originate at the kiosk at the parking lot. (Page 4)

6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

"A bicycle stand will be provided at the site entrance." (Page 5)

7. The project shall construct a Canoe/kayak dock to provide access to Ten Mile Creek.

"A canoe launch will be constructed on the oxbow to gain access to Ten Mile Creek. A sign will be placed at the launch, indicating that No motors will be allowed. The slope will be a minimum of 8/1. In conjunction with a launch, a short dock will be constructed." (Page 4)

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

"An educational display center will be constructed at the parking lot, identifying the boundaries of the project, and posting rules. Site brochures and nature trail pamphlets will be available at the kiosk for visitors." (Page 5)

"Informational kiosks will be constructed at the parking lot to identify the site, post rules and obtain nature trail pamphlets. An interpretive display will be placed at the entrance of the trail at the parking lot." (Page 14)

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

"A minimum of twelve classes will be conducted each year at the site to discuss the protection of natural resources." (Page 14)

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

"The existing house or garage will be converted into a nature center with several displays regarding the Preserve program. The center will be open on weekends during 5 months of the year from December through April. The center will be open from 8 am to 5 PM." (Page 14)

11. The floodplain swamp and floodplain forest natural communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

The natural communities shall be preserved and managed to ensure long-term viability of the communities. "Removal of exotic vegetation will be the primary means utilized in the management of the vegetative communities and listed species". (Page 10) "Due to exotic plant species' reproductive potential, exotic species control will be a management priority within all natural communities of the Property." (Page 11)

12. The Project Site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the Project Site.

"To protect the important flora and fauna of the site, all listed species will be protected. Proposed improvements will not be permitted to impact any listed species. Prior to any development, the area proposed to be impacted will be surveyed for listed species. To further protect plant life, the collection, damage, or removal of plants is prohibited." (Page 10)

"Photo plots will be established to monitor exotic removal efforts, re-establishment of native species, listed species and changes in plant community composition…Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust…Any newly identified listed species information will be forwarded to Florida Natural Areas Inventory (FNAI) on the appropriate forms found in Exhibit H. (Page 17)

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

"Native trees/plants typical of a hydric hammock will be planted within the upland portions of the site. Species will include Laurel Oak, Live Oak, Cabbage Palm and Hickory. Groundcovers will consist of wild coffee, saw palmetto, beautyberry and myrsine. Approximately 300 trees and 2,000 shrubs will be planted on the approximately 8.4 acres of disturbed area within the site." (Page 13)

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

"Due to exotic plant species' reproductive potential, exotic species control will be a management priority within all natural communities of the Property." (Page 11)

"Photo plots will be established to monitor exotic removal efforts and the re-establishment of native species. Two transects will be established to document management objectives and record species present on the site." (Page 13)

"The objective of exotic species control on the site is the removal of all non-native species which interfere with natural community functions. The county will utilize the current edition of the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the site. Category I and II exotics will be the primary species targeted for eradication." (Page 11)

15. A feral animal removal program shall be developed and implemented for the Project Site.

"To manage feral animal populations, they shall be trapped and removed from the site when present." (Page 12)

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Florida Water Management District.

"To enhance the quality of stormwater entering the North Fork from the road rights of way, a one (1) acre pond will be constructed along Selvitz road. The pond will filter pollutants before they enter the North St. Lucie Water Control District Canal 100, which leads to Ten Mile Creek.

To mimic nature and provide wildlife habitat, the pond will meet the following elements:

- establish appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred. Minimal safety standards to minimize the possibility of drowning is a 4/1 slope.
- appropriate planting of species typical of a depression marsh shall include: rushes, sedges and pickerelweed. Approximately 1,000 shrubs shall be planted around the perimeter of the pond." (Page 13)

"The South Florida Water Management District and Florida Department of Environmental Protection will be consulted for appropriate

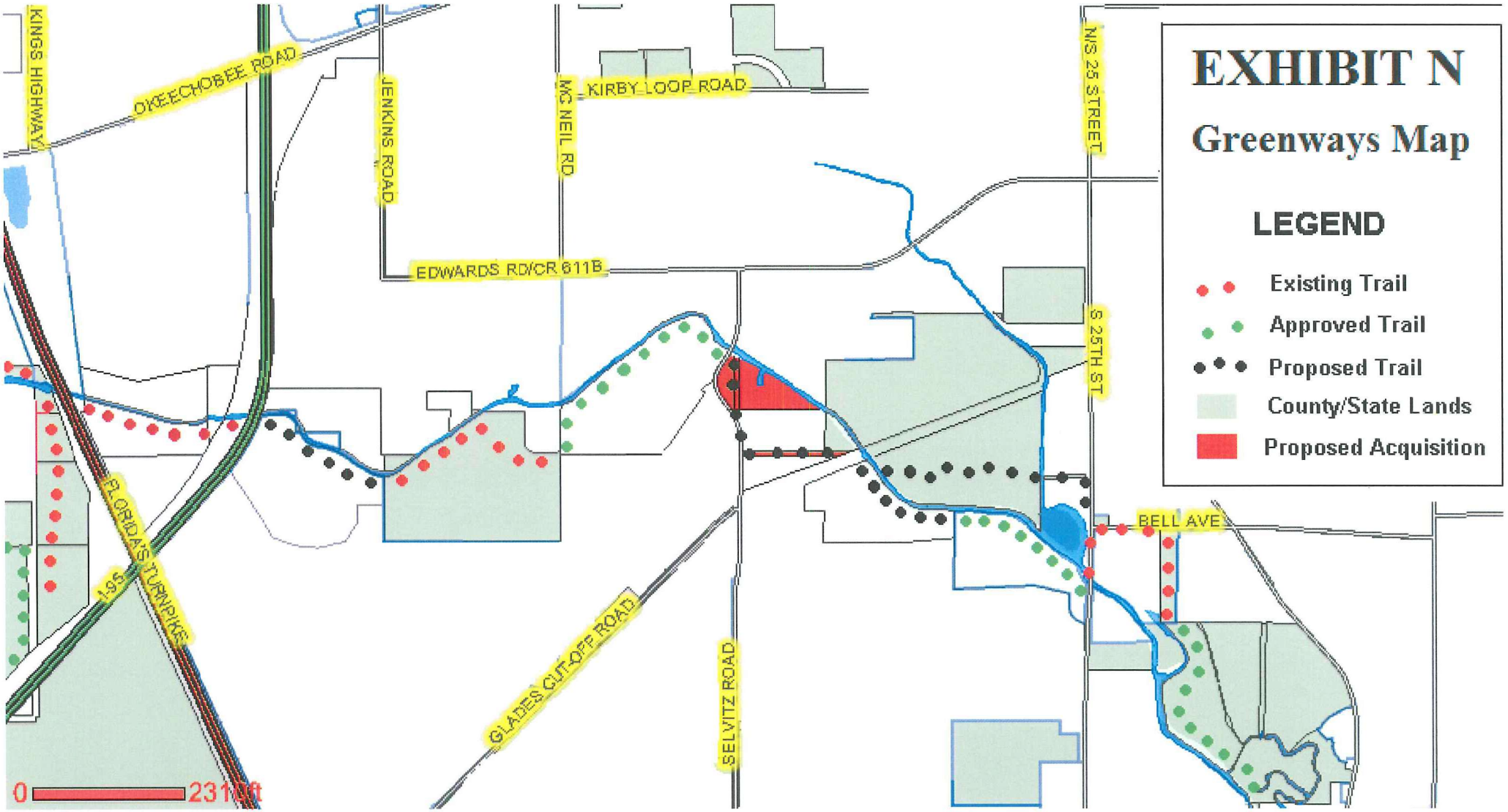
guidance, recommendations and necessary permits for storm water management and greenway connectivity." (Page 15)

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archeological sites or potential site areas shall be closely coordinated with the Division of Historic Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

"Prior to the commencement of development activities, measures will be taken to determine the presence of historical and archaeological sites. An employee within St. Lucie County Environmental Resources Department has become certified by the Division of Historical Resources to be able to conduct limited monitoring activities in accordance with review and compliance recommendations. In the event that historical or archeological sites are identified, coordination with the Florida Department of State, Division of Historical Resources www.dhr.dos.state.fl.us and St. Lucie County will be necessary to protect the resource. If any archaeological or historical sites are discovered, the county will comply with provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). The Division of Historical Resources, Florida Department of State, will be notified if any archaeological or historical sites are uncovered. All information about the site will be submitted for listing as a Site of Historical Significance, and Fl Master Site File form submitted." (Pages 13-14)

18. The development and management of the Project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the Project Site is protected and managed as part of an ecological corridor.

To provide for a successful greenway effort, all entities that manage lands along the North Fork will be consulted prior to acquisition and development when appropriate. A committee will be formed to coordinate management strategy for protecting and managing the separate parcels within the St. Lucie River Recreational Greenway Corridor." (Page 15)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Greenways Map
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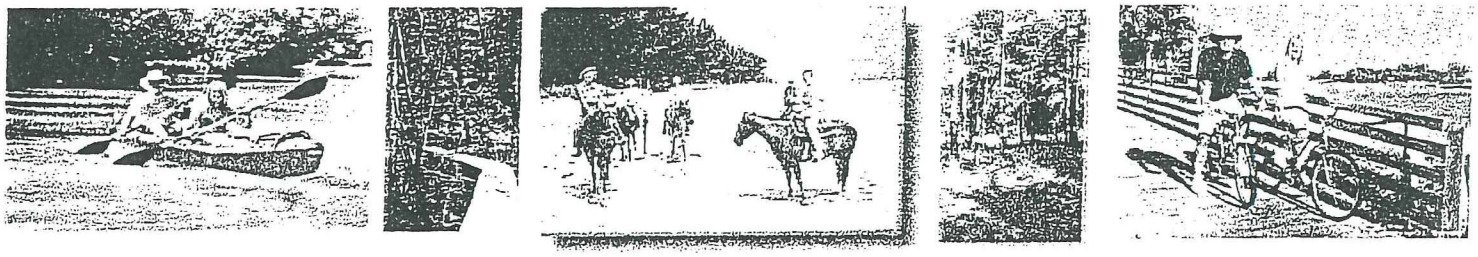
Existing Trail
Approved Trail
Proposed Trail
County/State Lands
Proposed Acquisition

St. Lucie County Greenways & Trails



Draft Summary of Community Design Charrette

URS

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Boca Raton, Florida 33487
Telephone: 561-994-5600

WK Dickson
Engineers • Planners • Surveyors
Landscape Architects

One Boca Place
2255 Glades Road, Suite 200E
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St. Lucie County Greenways & Trails

Draft Summary of Community Design Charrette

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Executive Summary

Florida is in the process of creating a statewide system of greenways and trails to interconnect fragmented and isolated elements of green infrastructure and to link people with natural, historic and cultural resources (See Figure 1). Greenway planning efforts have evolved from the state to the regional level and several local governments have created master plans depicting existing and proposed greenways and trails. In the Treasure Coast region, the Loxahatchee greenway system is the only assemblage of green spaces and trails that form a regional network of conservation and recreational lands.

Recognizing the environmental, social, and economic benefits of greenways and trails, St. Lucie County and URS Dames & Moore with WK Dickson facilitated planning efforts to develop a preliminary greenways and trails master plan for St. Lucie County that would connect with the state, regional and local government greenway and trail systems. To this end, URS Dames & Moore and WK Dickson prepared, with the assistance of staff of St. Lucie County and the State of Florida's Office of Greenways and Trails, a St. Lucie County Greenways Resource Inventory. St. Lucie County staff identified interested and impacted parties, stakeholders, special interest groups, and the relevant agencies and departments, and sponsored a community design charrette to enable the community to help create and map conceptual greenway and trails for St. Lucie County that identify ecological corridors, recreational greenway and trails, and eco-heritage tourism opportunities.

The community charrette was well attended. St. Lucie County Commissioner Doug Coward explained the purpose of the workshop and introduced Chris Macey, a land planner and landscape architect with WK Dickson. Chris Macey explained that as a former employee and currently a sub-consultant with URS Dames & Moore, he had volunteered his services to assist St. Lucie County in the development of a Conceptual Greenways and Trails Master Plan. The *pro bono* work was offered as part of the American Society of Landscape Architects' (ASLA) program to celebrate their 100th anniversary, and the millennium, by having their members contribute to society by donating their services in the furtherance of environmental enhancement. Chris Macey then presented the St. Lucie County Greenways Inventory that had been prepared with the assistance of St. Lucie County and Florida Department of Environmental Protection Office of Greenways and Trails (FDEP/OGT). Chris Macey then explained the charrette process that would be used to develop the Conceptual Greenways and Trails Master Plan. Rick Halvorsen of the FDEP/OGT presented the Florida Greenways and Trail Plan and discussed the various types of greenways and trails. Staff from St. Lucie County, Fort Pierce and Port St. Lucie presented the current status of planning of greenway and trails components.

The participants formed six groups, which then discussed, identified, mapped and prioritized greenways and trials for St. Lucie County. The knowledge and enthusiasm of the participants was tremendous. Rick Halvorsen, of the FDEP/OGT, who has attended numerous similar workshops, noted that he never has seen such a productive workshop. Many ideas and comments went into such detail that they were appropriate for a conceptual master plan. The great potential of the major Florida Power and Light (FPL) corridor as a trail was discussed with the negative aspects regarding the aesthetic quality of the power line and towers together with the associated noise. Similarly, the positive value of a trail along Indian River Drive was noted along with the limitations of the existing narrow right-of-way. The need for transit related trailheads and dry boat storage at kayak and canoe launch sites was also discussed. The use of mosquito impoundment dikes for side loops of the main trail along A1A and the connection of all schools and

t dikes for side loops of the main trail along A1A and the connection of all schools and parks to the main system are other examples of the detail that was contributed by the participants.

All the material from each of the six teams of participants was collected and studied. A composite of all the material was assembled and reviewed by staff from County, City and regional agencies. Only the major elements were extrapolated for the draft Conceptual Master Plan. All the valuable detailed ideas and suggestions have been retained for more detailed studies. The resultant draft St. Lucie County Greenways & Trails Master Plan is attached. The plan was intended to be as self sufficient as possible and to serve as a starting point for an ongoing master planning process.

The conceptual master plan identifies linkages within St. Lucie County as well as connections to regional and state greenway and trail systems, such as the Loxahatchee Greenway and the Florida National Scenic Trail. The plan is also intended to serve as a guide to local governments, state and federal agencies, and other interested parties as they pursue land conservation projects, environmental restoration programs, bicycle and pedestrian facilities and eco-heritage programs. The plan also helps identify and legitimize transportation enhancement projects as well as assist with grant opportunities and funding for conservation and recreation programs.

What is a Greenway?

Greenways are corridors of protected open space that are managed for conservation and recreation. They can be as wide as a watershed or as narrow as a footpath. Some are publicly owned; others are established on private land by easements or other methods that protect valuable natural areas or allow public access along trails. Some are managed only to conserve native ecosystems and some are purely recreational; others serve both purposes. Greenways link forests, parks, cultural, and historic sites with each other and with populated areas.[1] Greenways can provide multiple benefits such as:

- Encouraging natured based recreation and environmental education
- Creating more livable communities
- Stimulating eco-tourism and environmentally friendly business
- Safeguarding and enhancing ecological systems and wildlife corridors; and
- Promoting alternative modes of transportation

Greenways come in many forms: forest corridors, waterways, working landscapes, and urban pathways. Together they describe corridors that cross a variety of landscapes, ranging from pristine natural areas to landscapes transformed by human habitation.[2] Examples in Florida include the Indian River Lagoon Blue way, which is designed to connect remaining open space along the most diverse estuary in

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[1] Loxahatchee Greenways Project: Building a Life-Sustaining Vision for the Future, Florida Greenways Program, 1000 Friends of Florida and the Conservation Fund, 1997, p.8.

[2] Connecting Florida's Communities with Greenways and Trails: A Five Year Implementation Plan for the Florida Greenways and Trails System, Florida Department of Environmental Protection and the Florida Greenways Coordinating Council, September 1998, p.2.

North America, and the Pinellas Trail, which traverse highly urbanized areas along the west coast of Florida.

Greenway systems can be designed and implemented at many different scales. A local greenway system can encompass natural and cultural features within a single community or county, such as the Haney Creek project in the City of Stuart. A regional greenway system might link conservation areas and trails within one or more watersheds, such as the St. Lucie River and Indian River Lagoon. A statewide greenways system can link community and regional systems, such as the Florida National Scenic Trail. Multi-state greenway systems, such as the Appalachian Trail and the proposed American Discovery Trail, constitute the building blocks for national conservation and recreational strategies.

Statewide Greenway System

The Florida Greenways and Trails System has its roots in the Florida Recreational Trails System, the Florida Canoe Trail System, and the public parks, forests, refuges, wildlife management areas and water management areas created to protect Florida's natural heritage. Created by the Legislature in 1979, the recreational trails system was intended to provide the public with access to and enjoyment of outdoor recreation areas; and to conserve, develop and use the state's natural resources for healthful and recreational purposes.[3]

In 1991, 1000 Friends of Florida and The Conservation Fund initiated a joint effort to establish the Florida Greenways Project with funding assistance from the Surda Foundation, the John D. And Catherine MacArthur Foundation and the Florida Department of Transportation's Intermodal Surface Transportation and Efficiency Act (ISTEA) enhancement program. The goal of the three-year project was to look for ways to link existing urban and rural "green" areas to create a statewide system of green infrastructure.

The concept of "green infrastructure" caught on quickly, and it was apparent that a statewide coalition was needed to integrate the greenways concept into public programs and private initiatives at the state, regional, and local levels. In early 1993, Governor Chiles created the Florida Greenways Commission to look for ways to bring existing programs, organizations and people together under the greenways concept. The 40 member Commission represented a wide variety of interests, including conservation, recreation, business, development, forestry, agriculture, community groups, water management districts, regional planning councils, state and local governments, educators and citizens. The Commission adopted a mission statement, a sustainability rationale, a series of guidelines that successful greenways have in common, and seven goals for making its vision a reality. In all its work, the Commission's intent is to develop a statewide greenways system that relies on the voluntary participation of landowners and recognizes the importance of protecting private property rights.

In 1995, the Florida Legislature created and funded a new Florida Greenways Coordinating Council (FGCC) appointed by the Governor, Speaker of the House and the President of the Senate. This new Council would not supplant existing programs or

[3] Connecting Florida's Communities with Greenways and Trails: A Five Year Implementation Plan for the Florida Greenways and Trails System, Florida Department of Environmental Protection and the Florida Greenways Coordinating Council, September 1998, p.5

efforts; rather, it would work to bring them together. The FGCC was charged with coordinating, educating and providing leadership for greenway efforts, and, in conjunction with Florida's executive agencies, would be responsible for producing a five year Florida Greenways System Implementation Plan (FGSIP). Legislators also designated the Florida Department of Environmental Protection (FDEP) as the state's lead agency in greenway programs, and FDEP has worked closely with the FGCC and the Florida Trail Council to complete this effort.

The FGIP was mandated to comply with statutory mandates addressed in Chapter 253, Florida statutes, and specifically, Chapter 253.787 (6)(g), which required the FGCC to submit a report making specific recommendations for action necessary to manage the Florida greenways system. The FGSIP defines physical opportunities to create a statewide greenways system and identifies available tools and future needs to create, develop, and sustain a statewide system of greenways. A copy of the FGSIP is available from FDEP's Office of Greenways and Trails (OGT)

Regional Overview

The Treasure Coast region, defined geographically as Palm Beach, Martin, St. Lucie, and Indian river Counties, is precariously located at the northern end of the south Florida megalopolis and the south eastern edge of the central Florida region. Population growth and development pressures are amongst the highest in the nation and have contributed to the degradation and elimination of open space, prime agricultural lands, natural resources, and significant ecosystems. While current data is limited, it is estimated that approximately two-thirds of the natural communities that once existed in the region have now been eliminated.[4] Agriculture and urban development have reduced natural areas to fragments and state and federally designated watersheds, such as the St. Lucie River and the Indian River Lagoon, have been severely altered and degraded.

The predominant urban development pattern in the region is "urban sprawl: consisting of low-density, automobile dependent neighborhoods, commercial strip malls and "big box" retailers. With the exception of several older communities and the efforts to revitalize historic downtown areas, such as the Cities of Stuart and Fort Pierce, the region has been built primarily for automobiles, rather than for people. As one example of the consequence of this type of development pattern, the Surface Transportation Policy Project released reports in 1997 that concluded that the Fort Pierce Metropolitan Statistical Area (i.e. Martin and St. Lucie Counties) is one of the most dangerous metropolitan areas for bicyclists and pedestrians in the nation.[5]

Additional large scale development and numerous transportation projects have also been proposed, or approved, in the region which indicate a limited window of opportunity exists to establish greenways and trails and to coordinate such programs with specific development and projects.

Despite burgeoning development pressures throughout the region, significant and unique natural resources remain. Many of the large natural areas are isolated from each other; however, there are still opportunities to preserve these conservation hubs and to

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[4] Strategic Regional Policy Plan, Treasure Coast Regional Planning Council, 1996, p.5-1.

[5] Share the Road: Lets Make Florida Bicycle Friendly, and Mean Streets, Surface Transportation Policy Project and Environmental Working Group, 1997.

link them together through working landscapes and environmental transportation projects, such as water preservation areas and wetland mitigation recipient sites.

Ecological Greenways

Ecological greenways are corridors of protected open space that link environmentally sensitive lands to counter habitat fragmentation and benefit biodiversity. Extensive greenway connections between large conservation areas often facilitate the movement of wildlife and may be referred to as wildlife corridors.[6] Wildlife corridors have been recognized as important connections for maintaining wildlife in Africa for more than 60 years, and by the 1960's, U.S. ecologists were looking to wildlife to help preserve biological diversity.[7]

In the Treasure Coast region, there are three distinct north south ecological that exist in both urban and rural landscapes. The primary ecological corridor exists in the western portion of the region where conservation and agricultural lands link the northern extent of the Everglades with the southern reaches of the St. John's River Valley. This regional wildlife corridor has been described by Dr. Larry Harris, Wildlife Ecologist with the University of Florida and a member of the FGCC, as "... one of the most critical conservation issues in the United States today".[8] With land conservation programs already approved or under consideration through the state's Preservation 2000 program and by local governments, an ecological greenway could be accomplished through fee simple purchases, conservation easements, environmental restoration projects, and appropriate land stewardship. Large-scale conservation projects within this corridor include the Cypress Creek Trail Ridge, the St. Lucie County Pinelands, and Round Hammock in St. Lucie County and the Allapattah ranch in Martin County.

Another significant corridor exists in the eastern portion of the mainland, where Jonathan Dickinson State Park could be linked with the Atlantic Coastal Ridge, the South Fork of the St. Lucie River, the North Fork of the St. Lucie River, and the Indian River lagoon Blue way. The Pal-Mar project in Palm Beach and Martin Counties also provides the vital east-west link between the north-south ecological corridors on the mainland. Palm Beach County is also pursuing several additional tracts in this vicinity to enhance this potential wildlife corridor and ecological greenway linkage. The Indian River Lagoon Blue way project represents the third north-south ecological greenway system, which extends from Volusia County south through St. Lucie and Martin Counties. Both St. Lucie and Martin Counties are actively acquiring natural open space and impounded mangrove swamps along the Lagoon for environmental restoration and recreation.

Recreational Greenways & Trails

The concept of recreational greenways and trails dates back as far as 130 years when Frederick Law Olmstead originated the "park and parkway" idea. No single park, Olmstead believed, could provide people with all the beneficial influences of nature. Instead, parks should be linked to one and other and to surrounding residential

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[6] Strategic Regional Policy Plan, Treasure Coast Regional Planning Council, 1996, p.5-14

[7] Creating a Statewide Greenways System: For People...For Wildlife...For Florida, Florida Greenways Commission, December 1994, p.8.

[8] Dr. Larry Harris, correspondence to the Conservation Alliance of St. Lucie County, November 19, 1996.

neighborhoods.[9] Recreational greenways and trails also provide important access to large conservation lands and restoration projects as well as serving as linkages between urban and rural areas.

To date, Florida has assembled significant portions of the 1,600 mile statewide National Scenic Trail, as well as numerous recreational greenways and trails, such as the:

- Pinellas Trail, along the west coast of central Florida; the
- St. Marks Trail in the Florida panhandle; the
- Gainesville-Hawthorne Trail and the
- Cross-Seminole Trail in central Florida; and the
- Loxahatchee Greenway system in south Florida.

In the Treasure Coast region, there are a wide variety of opportunities to establish recreational greenways and trails, including:

- Nature-based recreation associated with larger conservation and environmental restoration projects;
- Bicycle and pedestrian facilities that link urban parks, schools, neighborhoods, and shopping areas; and,
- Multi-use trails that link urban and rural areas.

At this time, however, there are very few recreational greenways and trails that exist in the Treasure Coast region. The few examples that do exist include:

- Florida National Trail segments, which traverse the eastern edge of Lake Okeechobee; the
- Loxahatchee Greenway system, primary in Palm Beach County; and
- Savannas State Reserve and
- Jonathan Dickinson State Park both has several isolated, unconnected trails.

The most ambitious recreational greenway and trail system recommended for the region involves the resurrection of the historic military trails from the Seminole wars (See Figure 2). This extensive system of military trails connected forts throughout the region. A major north-south trail stretched from Okeechobee (Fort Lloyd) and from southwestern St. Lucie County (Ft. Van Swearigen) through Martin County (Indiantown) to Palm Beach county (Fort Jupiter). Several other routes also connected with forts along the eastern shoreline, the interior hinterlands, and Lake Okeechobee, including Fort Pierce, Fort Capron, Fort Drum, and Fort McRae.

Participants suggested using the historic military trails to provide a variety of recreational opportunities and to serve as linkages between conservation hubs and urban and rural

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[9] Creating a Statewide Greenways System: For People...For Wildlife...For Florida, Florida Greenways Commission, December 1994, p.8.

areas. The trails could also be used as an interpretative educational system that highlighted natural, historical and archeological resources. Several of the prominent military trails are the:

- General Eustis;
- General Twigg; and the
- General Taylor routes.

The General Eustis route is the most extensive regional trail encompassing Okeechobee, St. Lucie, Martin, and Palm Beach counties. This route could link large conservation areas to the west, such as Cypress Creek Trail and the Allapatah Ranch, with towns, such as Indiantown and Jupiter. Participants also suggested a variety of uses for the trail, including hiking, off-road biking, and horse back-riding. The smaller routes could also link to Fort Pierce on the east coast, Port Mayaca on the eastern shoreline of Lake Okeechobee, and the Town of Okeechobee to the north of the lake.

Local residents also recognized numerous opportunities to establish and link recreational greenways and trails within urbanized areas. One of the primary examples includes existing and proposed facilities in the Cities of Stuart and Port St. Lucie, unincorporated Jensen Beach, and the western side of the savannas State Reserve. This recreational greenway system would allow local residents and visitors to walk and bicycle from downtown Stuart, north over the old bridge across the St. Lucie River to Haney Creek greenway project. From there, the bicyclist and pedestrians could visit the Haney Creek Preserve to southeastern Port St. Lucie, Sandhill Crane Park, and the Savannas State Reserve. An off-road, multi-use is also under consideration in the Savannas State Reserve in this locale, which would further enhance this system.

Another suggestion was to utilize the existing canal right-of-ways, most notably the publicly owned under the control of the South Florida Water Management District (SFWMD). These extensive areas provide vital links between conservation areas and urban areas, and offer a variety of recreational opportunities, such as: hiking, off-road bicycling, and fishing.

It is important to note that a greenway and trail charrette was already completed for the portions of Hutchison Islands in St. Lucie county; so this particular session focused almost exclusively on the mainland. Participants fully recognized the need to connect the facilities proposed for the islands to the greenways and trails proposed for the mainland.

While many of the participants did not make specific recommendations for trails in state parks and preserves, it was noted that the potential existed for trails in these areas. However; it was noted that in light of the environmental sensitivity of many of the larger natural areas, management plans need to be completed that include the provision of recreational activities while maintaining the integrity of the natural resources.

Local Resources

St. Lucie county contains an abundance of natural, historic, and cultural resources. The large natural areas were included as part of the community as a part of the community design charrette, and specific recommendations were made for regional ecological corridors. Several of the larger natural areas include:

- Jonathan Dickinson State Park;
- Pal-Mar;
- Atlantic Coastal Ridge;
- Allapattah Ranch;
- South Fork of the St. Lucie River;
- North Fork of the St. Lucie River;
- St Lucie Estuary;
- Indian River Lagoon;
- Savannas State Reserve;
- Indrio North Savannas
- Cypress Creek Trail Ridge

Due to the overwhelming amount of data and sites, couples with time constraints and limited budgets, many of the historic and cultural resources were not specifically identified through this phase of the planning effort. The sponsors and the participants of the charrette fully recognize the importance of historical and cultural resources to help preserve a sense of place, to enhance educational opportunities, and to promote eco-heritage tourism programs. However, the charrette workshop focused primarily on the greenway and trails, linkages to historic downtown areas, such as Stuart, Port Salerno, and Fort Pierce, and only provided limited consideration of specific historical and cultural sites. Therefore, It is recommended that further study and refinement be undertaken to map historic and cultural resources and to coordinate them with the proposed greenway and trail system.

Eco/Heritage Tourism

Tourism is the number one industry in Florida and eco-tourism and heritage tourism represent significant and expanding markets within the tourist industry.[10] Eco-tourism has been defined as:"responsible travel to natural areas which conserves the environment and sustains the well-being of local people while providing a quality experience that connects visitors to nature". Heritage tourism has been defined as responsible travel to historic and cultural sites and activities that educates the community and visitors".[11]

The State's Ecotourism/Heritage Tourism Advisory Committee has noted that, "...a healthy infrastructure of natural areas is the underlying basis of Florida's sustainable

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[10] Ecotourism, Heritage and Cultural Tourism: Economic Assets for Florida's Future, Florida Planning, March 1998, p.16.

[11] Ecotourism, Heritage and Cultural Tourism: Economic Assets for Florida's Future, Florida Planning, March 1998, p.15.

environment and economic future".[12] Furthermore, in the "Draft" Overall Economic Development Program Plan for the Treasure Coast District (July 30, 1998), the Treasure Coast Regional Planning Council (TCRPC) identified specific goals and strategies that recognized the exceptional resources, amenities, and high quality of life in the region and recommended further development of eco-tourism opportunities.

To Provide additional expertise on this subject, Mr. Herb Miller, an eco-tourism specialist, has provided information regarding the opportunities for eco-heritage tourism programs. He identified several existing greenways and trails, and noted how these facilities can serve as a catalyst for economic development. 1000 Friends of Florida sponsored a eco-heritage tourism workshop on April 9, 1998, with Wendall Collins, a member of the State's Ecotourism/Heritage Tourism Advisory Committee, and Greg Braun, a consultant working on Palm Beach County's eco/heritage tourism program. The workshop included conservation and business leaders, as well as elected officials from both Martin and St. Lucie counties.

Greenways and trails were recommended as recreational amenities and as linkages between populated areas and natural, cultural, and historic resources. Participants also recommended connections with bed and breakfast facilities, hotels, motels, and downtown redevelopment areas, such as Stuart, Fort Pierce, and Port Salerno.

The greenways and trails master plan provides a conceptual overview of major conservation projects, recreational opportunities, and linkages between natural, cultural and historic resources and populated areas. It is anticipated that local governments, tourist development councils, and other interested parties will further refine and expand these ideas.

Implementation of the Conceptual Master Plan

The conceptual greenways and trails master plan represents the vision of local residents who participated with staff from local governments, agencies and other interested parties to develop this initial compilation of ecological greenways, recreational trails, and eco-heritage tourism opportunities for St. Lucie County. It is important to recognize that a conceptual master plan is a critical first step in the establishment of greenways and trail systems; however, the plan is only that, a first step in the process that helps identify the vision. Fortunately, there are numerous programs and grants available to help translate the vision into reality.

Firstly, St. Lucie has a multi-million dollar land acquisition program which is targeting the remaining conservation hubs in conjunction with the State's Preservation 2000 program. The conceptual master plan will assist with future decision-making regarding land acquisition programs in this region.

Secondly, there are several state and federal grant programs available to help develop recreational greenways and trails, such as:

- OGT's Greenways and Trails Program; the
- National Recreation Trails program; and the

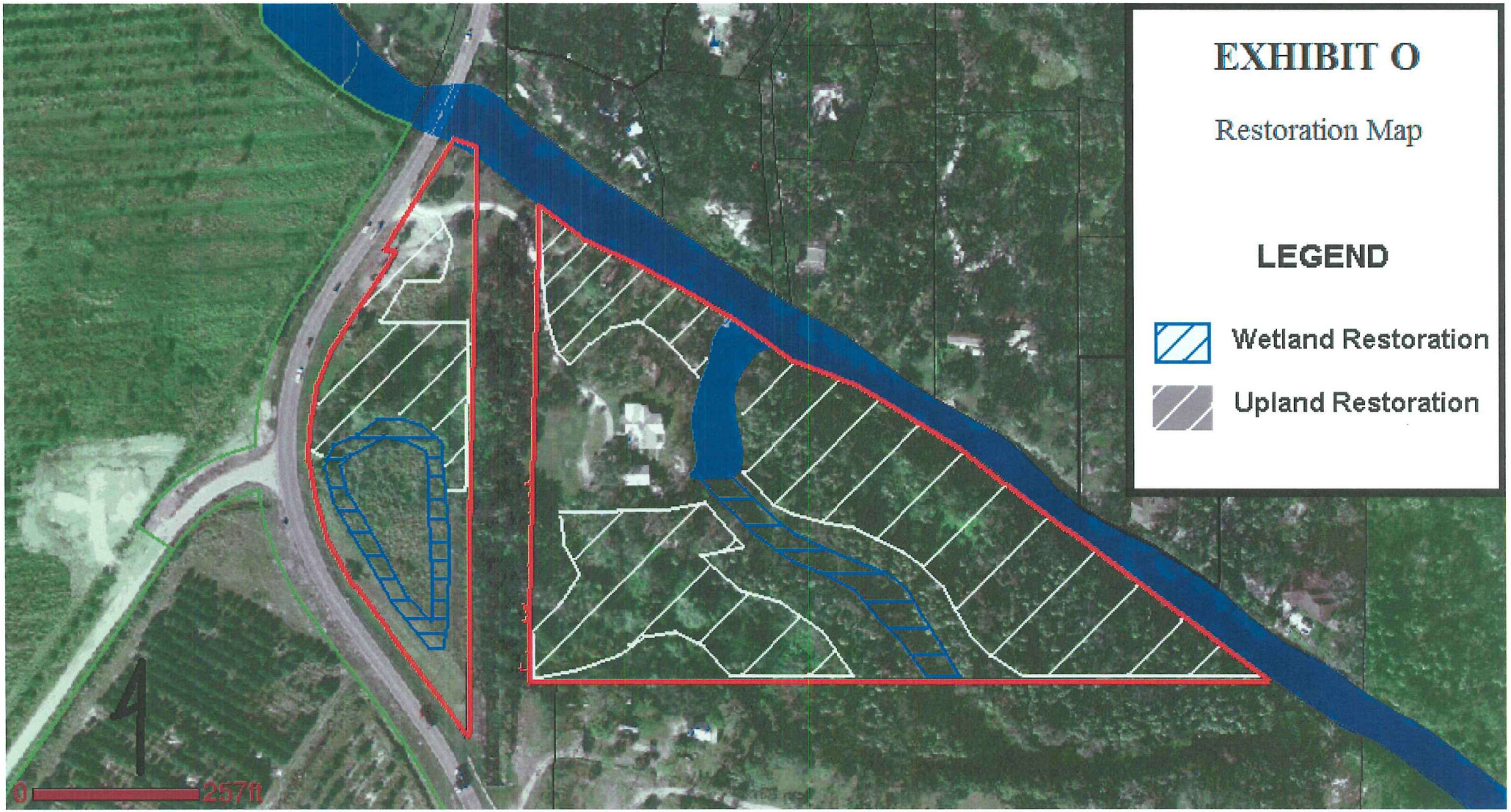
[12] Recommendations on the Statewide Plan to Protect and Promote the Natural, Coastal, Historical, Cultural, and Commercial Assets of Florida, Ecotourism/Heritage Tourism Advisory Committee, September 1997, p.C-4.

- Transportation Equity Act for the 21st century (TEA 21).

Thirdly, the conceptual master plan will provide important information to local governments, tourist development councils, and local business leaders interested in pursuing eco-heritage tourism opportunities. While coordinated, countywide efforts remain in their infancy, several different entities are promoting and pursuing eco-tourism and heritage tourism. For example, the:

- State's Ecotourism/Heritage Tourism Advisory Committee recently formed task forces to help develop regional plans; the
- Overall Economic Development Program Plan for the Treasure Coast District highlighted the significance of eco/heritage tourism; and the
- St. Lucie Chamber of Commerce is actively promoting eco/heritage tourism through workshops and seminars with the Harbor Branch Oceanographic Institute and the hospitality industry.

Much remains to be done in St. Lucie county to establish a county-wide greenways and trails system, but the opportunity to fulfill this vision remains very viable with the numerous programs available for the implementation of this vision. Sate and local governments have made important strides in securing major conservation hubs in the region. Now, further emphasis is needed to complete management and nature-based recreational plans to fill in the gaps in the greenway system with environmental restoration programs that provide public access, environmental education and coordinated opportunities to promote eco/heritage tourism.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Florida Exotic Pest Plant Council's 2009 List of Invasive Plant Species

Purpose of the List: *To focus attention on —*

- the adverse effects exotic pest plants have on Florida's biodiversity and plant communities,
- the habitat losses from exotic pest plant infestations,
- the impacts on endangered species via habitat loss and alteration,
- the need to prevent habitat losses through pest-plant management,
- the socio-economic impacts of these plants (e.g., increased wildfires in certain areas),
- changes in the seriousness of different pest plants over time,
- the need to provide information that helps managers set priorities for control programs.

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
Abrus precatorius	rosary pea	I	N	C, S
Acacia auriculiformis	earleaf acacia	I		C, S
Albizia julibrissin	mimosa, silk tree	I		N, C
Albizia lebbeck	woman's tongue	I		C, S
Ardisia crenata (*A. crenulata* misapplied)	coral ardisia	I		N, C, S
Ardisia elliptica (*A. humilis* misapplied)	shoebutton ardisia	I	N	C, S
Asparagus aethiopicus (*A. sprengeri; A. densiflorus* misapplied)	asparagus-fern	I		N, C, S
Bauhinia variegata	orchid tree	I		C, S
Bischofia javanica	bishopwood	I		C, S
Calophyllum antillanum (*C. calaba* and *C. inophyllum* misapplied)	santa maria (names "mast wood," "Alexandrian laurel" used in cultivation)	I		S
Casuarina equisetifolia	Australian-pine, beach sheoak	I	P, N	N, C, S
Casuarina glauca	suckering Australian-pine, gray sheoak	I	P, N	C, S
Cinnamomum camphora	camphor tree	I		N, C, S
Colocasia esculenta	wild taro	I		N, C, S
Colubrina asiatica	lather leaf	I	N	S
Cupaniopsis anacardioides	carrotwood	I	N	C, S
Dioscorea alata	winged yam	I	N	N, C, S
Dioscorea bulbifera	air-potato	I	N	N, C, S
Eichhornia crassipes	water-hyacinth	I	P	N, C, S
Eugenia uniflora	Surinam cherry	I		C, S
Ficus microcarpa (*F. nitida* and *F. retusa* var. *nitida* misapplied)[1]	laurel fig	I		C, S
Hydrilla verticillata	hydrilla	I	P, U	N, C, S
Hygrophila polysperma	green hygro	I	P, U	N, C, S
Hymenachne amplexicaulis	West Indian marsh grass	I		C, S
Imperata cylindrica (*I. brasiliensis* misapplied)	cogon grass	I	N, U	N, C, S
Ipomoea aquatica	water-spinach	I	P, U	C
Jasminum dichotomum	Gold Coast jasmine	I		C, S
Jasminum fluminense	Brazilian jasmine	I		C, S
Lantana camara (= *L. strigocamara*)	lantana, shrub verbena	I		N, C, S
Ligustrum lucidum	glossy privet	I		N, C
Ligustrum sinense	Chinese privet, hedge privet	I		N, C, S
Lonicera japonica	Japanese honeysuckle	I		N, C, S
Ludwigia peruviana	Peruvian primrosewillow	I		N, C, S
Luziola subintegra	Tropical American water grass	I		S
Lygodium japonicum	Japanese climbing fern	I	N	N, C, S
Lygodium microphyllum	Old World climbing fern	I	N	C, S

[1]Does not include *Ficus microcarpa* subsp. *fuyuensis*, which is sold as "Green Island Ficus"

FLEPPC List Definitions:

Exotic – a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida.

Native – a species whose natural range includes Florida.

Naturalized exotic – an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native).

Invasive exotic – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

Abbreviations:

Government List (Gov. List):
P = Prohibited aquatic plant by the Florida Department of Agriculture and Consumer Services;

N = Noxious weed listed by Florida Department of Agriculture & Consumer Services;

U = Noxious weed listed by U.S. Department of Agriculture.

Regional Distribution (Reg. Dist.):
N = north, C = central, S = south, referring to each species' current distribution in general regions of Florida (not its potential range in the state). Please refer to the map below.



Changes to the 2009 List:

Luziola subintegra, added to list as Category I

Luziola subintegra (rice grass) was first discovered in Lake Okeechobee by Mike Bodle in 2007. This aquatic grass is spreading in the lake. It grows in water 2-3 m deep, spreads vegetatively and by seed, and aggressively outcompetes other native and exotic species. To date, 2,000 acres have been treated.

Nymphoides cristata, moved from Category II to Category I

Snowflake (*Nymphoides cristata*) is an Asian aquatic that became problematic in southwest Florida in the 1990s. It is now an abundant weed in canals and ponds in southwest Florida, and has spread throughout the peninsula where it has been documented in seven counties, from Collier to St. Johns. It has colonized the Big Cypress National Preserve where it is invading several strand swamps along Tamiami Trail, presumably introduced by fisherman using cast nets infested from waters outside of the preserve.

Salvinia minima, added to list as Category I

Water spangles (*Salvinia minima*), first found in Florida in 1928, remained a cryptic species during a period when opinions differed on its status as native or introduced in Florida. In 2001, a study of early herbarium voucher data revealed the introduction points and systematic spread of this free-floating fern into and throughout Florida. *S. minima* outcompetes more nutritive native duckweeds by overtopping their thinner fronds, which float flat upon the water surface.

Scleria lacustris, moved from Category II to Category I

Wright's nutrush (*Scleria lacustris*) is an annual tropical sedge that was first collected in Florida in 1988. In Florida, its distribution extends to more than 20 distinct natural areas in eight counties within four major drainage regions of the central and southern peninsula. Its unique growth habit obscures open water and drastically alters the naturally sparse and upright structure of preexisting native vegetation. Such domination may even displace native prey for the endangered Florida snail kite, a sight feeder inhabiting many locations where invasive colonization occurs.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
Macfadyena unguis-cati	cat's claw vine	I		N, C, S
Manilkara zapota	sapodilla	I		S
Melaleuca quinquenervia	melaleuca, paper bark	I	P, N, U	C, S
Melinis repens (= *Rhynchelytrum repens*)	Natal grass	I		N, C, S
Mimosa pigra	catclaw mimosa	I	P, N, U	C, S
Nandina domestica	nandina, heavenly bamboo	I		N, C
Nephrolepis cordifolia	sword fern	I		N, C, S
Nephrolepis brownii (= *N. multiflora*)	Asian sword fern	I		C, S
Neyraudia reynaudiana	Burma reed, cane grass	I	N	S
Nymphoides cristata	snowflake	I		C, S
Paederia cruddasiana	sewer vine, onion vine	I	N	S
Paederia foetida	skunk vine	I	N	N, C, S
Panicum repens	torpedo grass	I		N, C, S
Pennisetum purpureum	Napier grass	I		N, C, S
Pistia stratiotes	water-lettuce	I	P	N, C, S
Psidium cattleianum (= *P. littorale*)	strawberry guava	I		C, S
Psidium guajava	guava	I		C, S
Pueraria montana var. *lobata* (= *P. lobata*)	kudzu	I	N	N, C, S
Rhodomyrtus tomentosa	downy rose-myrtle	I	N	C, S
Rhynchelytrum repens (See *Melinis repens*)				
Ruellia brittoniana[2] (*R. tweediana* misapplied)	Mexican petunia	I		N, C, S
Salvinia minima	water spangles	I		N, C, S
Sapium sebiferum (= *Triadica sebifera*)	popcorn tree, Chinese tallow tree	I	N	N, C, S
Scaevola taccada (= *Scaevola sericea, S. frutescens*)	scaevola, half-flower, beach naupaka	I	N	C, S
Schefflera actinophylla (= *Brassaia actinophylla*)	schefflera, Queensland umbrella tree	I		C, S
Schinus terebinthifolius	Brazilian pepper	I	P, N	N, C, S
Scleria lacustris	Wright's nutrush	I		C, S
Senna pendula var. *glabrata* (= *Cassia coluteoides*)	climbing cassia, Christmas cassia, Christmas senna	I		C, S
Solanum tampicense (= *S. houstonii*)	wetland nightshade, aquatic soda apple	I	N, U	C, S
Solanum viarum	tropical soda apple	I	N, U	N, C, S
Syngonium podophyllum	arrowhead vine	I		N, C, S
Syzygium cumini	jambolan plum, Java plum	I		C, S
Tectaria incisa	incised halberd fern	I		S
Thespesia populnea	seaside mahoe	I		C, S
Tradescantia fluminensis	small-leaf spiderwort	I		N, C
Urochloa mutica (= *Brachiaria mutica*)	Para grass	I		C, S

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. *These species may become ranked Category I, if ecological damage is demonstrated.*

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist
Adenanthera pavonina	red sandalwood	II		S
Agave sisalana	sisal hemp	II		C, S
Aleurites fordii (= *Vernicia fordii*)	tung oil tree	II		N, C
Alstonia macrophylla	devil tree	II		S
Alternanthera philoxeroides	alligator weed	II	P	N, C, S
Antigonon leptopus	coral vine	II		N, C, S
Aristolochia littoralis	calico flower	II		N, C, S
Asystasia gangetica	Ganges primrose	II		C, S

[2]The Plant List Committee is uncertain as to the correct name for this species. Plants cultivated in Florida, all representing the same invasive species, have in the past been referred to as *Ruellia brittoniana, R. tweediana, R. caerulea,* and *R. simplex*.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
Begonia cucullata	wax begonia	II		N, C, S
Blechum pyramidatum	green shrimp plant, Browne's blechum	II		N, C, S
Broussonetia papyrifera	paper mulberry	II		N, C, S
Callisia fragrans	inch plant, spironema	II		C, S
Callistemon viminalis	bottlebrush, weeping bottlebrush	II		S
Casuarina cunninghamiana	river sheoak, Australian-pine	II	P	C, S
Cecropia palmata	trumpet tree	II		S
Cestrum diurnum	day jessamine	II		C, S
Chamaedorea seifrizii	bamboo palm	II		S
Clematis terniflora	Japanese clematis	II		N, C
Cryptostegia madagascariensis	rubber vine	II		C, S
Cyperus involucratus (*C. alternifolius* misapplied)	umbrella plant	II		C, S
Cyperus prolifer	dwarf papyrus	II		C, S
Dactyloctenium aegyptium	Durban crowfootgrass	II		N, C, S
Dalbergia sissoo	Indian rosewood, sissoo	II		C, S
Elaeagnus umbellata	silverberry, autumn olive	II		N
Elaeagnus pungens	silverthorn, thorny olive	II		N, C
Epipremnum pinnatum cv. Aureum	pothos	II		C, S
Ficus altissima	false banyan, council tree	II		S
Flacourtia indica	governor's plum	II		S
Hemarthria altissima	limpo grass	II		C, S
Hibiscus tiliaceus (See *Taliparíti tiliaceum*)				
Hyparrhenia rufa	jaragua	II		N, C, S
Ipomoea carnea ssp. *fistulosa* (= *I. fistulosa*)	shrub morning-glory	II	P	C, S
Jasminum sambac	Arabian jasmine	II		S
Kalanchoe pinnata	life plant	II		C, S
Koelreuteria elegans ssp. *formosana* (= *K. formosana; K. paniculata* misapplied)	flamegold tree	II		C, S
Leucaena leucocephala	lead tree	II	N	N, C, S
Landoltia punctata (= *Spirodela punctata*)	Spotted duckweed	II		N, C, S
Limnophila sessiliflora	Asian marshweed	II	P, U	N, C, S
Livistona chinensis	Chinese fan palm	II		C, S
Melia azedarach	Chinaberry	II		N, C, S
Melinis minutiflora	Molassesgrass	II		C,S
Merremia tuberosa	wood-rose	II		S
Murraya paniculata	orange-jessamine	II		S
Myriophyllum spicatum	Eurasian water-milfoil	II	P	N, C, S
Panicum maximum (= *Urochloa maxima, Megathyrsus maximus*)	Guinea grass	II		N, C, S
Passiflora biflora	two-flowered passion vine	II		S
Pennisetum setaceum	green fountain grass	II		S
Phoenix reclinata	Senegal date palm	II		C, S
Phyllostachys aurea	golden bamboo	II		N, C
Pittosporum pentandrum	Philippine pittosporum, Taiwanese cheesewood	II		S
Pteris vittata	Chinese brake fern	II		N, C, S
Ptychosperma elegans	solitaire palm	II		S
Rhoeo spathacea (see *Tradescantia spathacea*)				
Ricinus communis	castor bean	II		N, C, S
Rotala rotundifolia	roundleaf toothcup, dwarf Rotala	II		S
Sansevieria hyacinthoides	bowstring hemp	II		C, S
Sesbania punicea	purple sesban, rattlebox	II		N, C, S
Solanum diphyllum	two-leaf nightshade	II		N, C, S
Solanum jamaicense	Jamaica nightshade	II		C
Solanum torvum	susumber, turkey berry	II	N, U	N, C, S

Callistemon viminalis, added to list as Category II

Bottlebrush (*Callistemon viminalis*), a popular landscape tree, is now invading undisturbed short hydroperiod wetland communities in Miami-Dade, Collier, and Martin Counties, including those in Big Cypress National Preserve and Everglades National Park.

Dactyloctenium aegyptium, added to list as Category II

Durban crowfootgrass (*Dactyloctenium aegyptium*) is an annual grass that is a widely distributed weed throughout the southeastern US. In Florida, this species has been documented in 54 counties. While it is primarily a weed of disturbed areas, it also invades beach dune communities in southern Florida, including those located within Everglades and Dry Tortugas National Parks. Dense growth of this species interferes with ground nesting birds in Dry Tortugas and competes with state and federally listed plant species on the mainland.

Elaeagnus umbellata, added to list as Category II

Autumn-olive (*Elaeagnus umbellata*) is an aggressive shrub capable of replacing entire native ecosystems, which it has done in numerous locations in other states. There are three known native locations in the eastern Florida panhandle; two are local escapes from cultivation. The third is a mixture of mature upland sand hill and pine communities where a wildlife planting has escaped. The entire 2,081 acre site is infested. The infestation ranges from 100% (12.5 acres), to 50% (49.9 acres), to 25% (38.3 acres), to 10% or less (1,683.4 acres).

Hyparrhenia rufa, added to list as Category II

Jaragua (*Hyparrhenia rufa*) is an annual grass that is known from 14 Florida counties. In Miami-Dade County it has been found in intact habitat in at least 12 pine rockland fragments, outcompeting native plant species.

Landoltia punctata, added to list as Category II

Spotted duckweed (*Landoltia punctata*) is a small floating aquatic plant that is native to Australia and Southeast Asia. Since it was first found in Missouri in the 1930s, it has spread to 22 states and been documented in 36 Florida counties. It invades a wide range of undisturbed aquatic habitats and outcompetes native species.

Syzygium jambos, formerly Category II, removed from List

The Committee has not been able to locate data showing this species behaves as a Category II invasive.

Use of the FLEPPC List

FLEPPC encourages use of the Invasive Species List for prioritizing and implementing management efforts in natural areas, for educating lay audiences about environmental issues, and for supporting voluntary invasive plant removal programs. When a non-native plant species is to be restricted in some way by law, FLEPPC encourages use of the List as a first step in identifying species worth considering for particular types of restriction. For more information on using the FLEPPC List of Invasive Plant Species, see *Wildland Weeds* Summer 2002 issue (Vol. 5, No. 3), pp. 16-17, or http://www.fleppc.org/list/list.htm

NOTE: Not all exotic plants brought into Florida become pest plants in natural areas. The FLEPPC List of Invasive Plant Species represents only about 10% of the nearly 1,400 exotic species that have been introduced into Florida and have subsequently established outside of cultivation. Most escaped exotics usually present only minor problems in highly disturbed areas (such as roadsides). And there are other exotics cultivated in Florida that are "well-behaved" — that is, they don't escape cultivation at all.

www.fleppc.org

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
Sphagneticola trilobata (= *Wedelia trilobata*)	wedelia	II		N, C, S
Stachytarpheta cayennensis (= *S. urticifolia*)	nettle-leaf porterweed	II		S
Syagrus romanzoffiana (= *Arecastrum romanzoffianum*)	queen palm	II		C, S
Talipariti tiliaceum (= *Hibiscus tiliaceus*)	mahoe, sea hibiscus	II		C, S
Terminalia catappa	tropical-almond	II		C, S
Terminalia muelleri	Australian-almond	II		C, S
Tradescantia spathacea (= *Rhoeo spathacea, Rhoeo discolor*)	oyster plant	II		S
Tribulus cistoides	puncture vine, burr-nut	II		N, C, S
Urena lobata	Caesar's weed	II		N, C, S
Vitex trifolia	simple-leaf chaste tree	II		C, S
Washingtonia robusta	Washington fan palm	II		C, S
Wedelia (see *Sphagneticola* above)				
Wisteria sinensis	Chinese wisteria	II		N, C
Xanthosoma sagittifolium	malanga, elephant ear	II		N, C, S

Citation example:
FLEPPC. 2009. List of Invasive Plant Species. Florida Exotic Pest Plant Council. Internet: http://www.fleppc.org/list/list.htm or *Wildland Weeds* Vol. 12(4): 13-16. Fall 2009.

The 2009 list was prepared by the FLEPPC Plant List Committee:
Keith A. Bradley – Chair (2006-present), The Institute for Regional Conservation, 22601 SW 152nd Ave., Miami, FL 33170, (305) 247-6547, bradley@regionalconservation.org

Janice A. Duquesnel, Florida Park Service, Florida Department of Environmental Protection, P.O. Box 1052, Islamorada, FL 33036 , (305) 664-8455, Janice.Duquesnel@dep.state.fl.us

David W. Hall, Private Consulting Botanist, 3666 NW 13th Place, Gainesville, FL 32605, (352) 375-1370

Roger L. Hammer, Miami-Dade Parks Department, Castellow Hammock Nature Center, 22301 S.W. 162nd Ave., Miami, FL 33030, kaskazi44@comcast.net

Patricia L. Howell, Broward County Parks, Environmental Section, 950 NW 38th St., Oakland Park, FL 33309, (954) 357-8137, phowell@broward.org

Colette C. Jacono, Department of Agronomy, Center for Aquatic & Invasive Plants, IFAS, University of Florida, 7922 NW 71st St., Gainesville, FL 32653, (352) 392-6894, colettej@ufl.edu

Kenneth A. Langeland, Center for Aquatic and Invasive Plants, IFAS, University of Florida, 7922 NW 71st St., Gainesville, FL 32606, (352) 392-9614, gator8@ufl.edu

Chris Lockhart, Florida Natural Areas Inventory, c/o P.O. Box 243116, Boynton Beach, FL 33424-3116, (850) 509-6482, clockhart@fnai.org

Gil Nelson, Gil Nelson Associates, 157 Leonard's Dr., Thomasville, GA 31792, gil@gilnelson.com

Robert W. Pemberton, Invasive Plants Research Lab, U.S. Dept. of Agriculture, 3225 College Ave., Ft. Lauderdale, FL 33312, Robert.Pemberton@ars.usda.gov

Jimi L. Sadle, Everglades National Park, 40001 State Road 9336, Homestead, FL 33034, (305) 242-7806, Jimi_Sadle@nps.gov

Robert W. Simons, 1122 SW 11th Ave., Gainesville, FL 32601-7816

Sandra M. Vardaman, Alachua County Forever Land Conservation Program, Alachua County Environmental Protection Dept., 201 SE 2nd Ave., Suite 201, Gainesville, Florida 32601, (352) 264-6803, smvardaman@alachuacounty.us

Daniel B. Ward, Department of Botany, University of Florida, 220 Bartram Hall, Gainesville, FL 32611

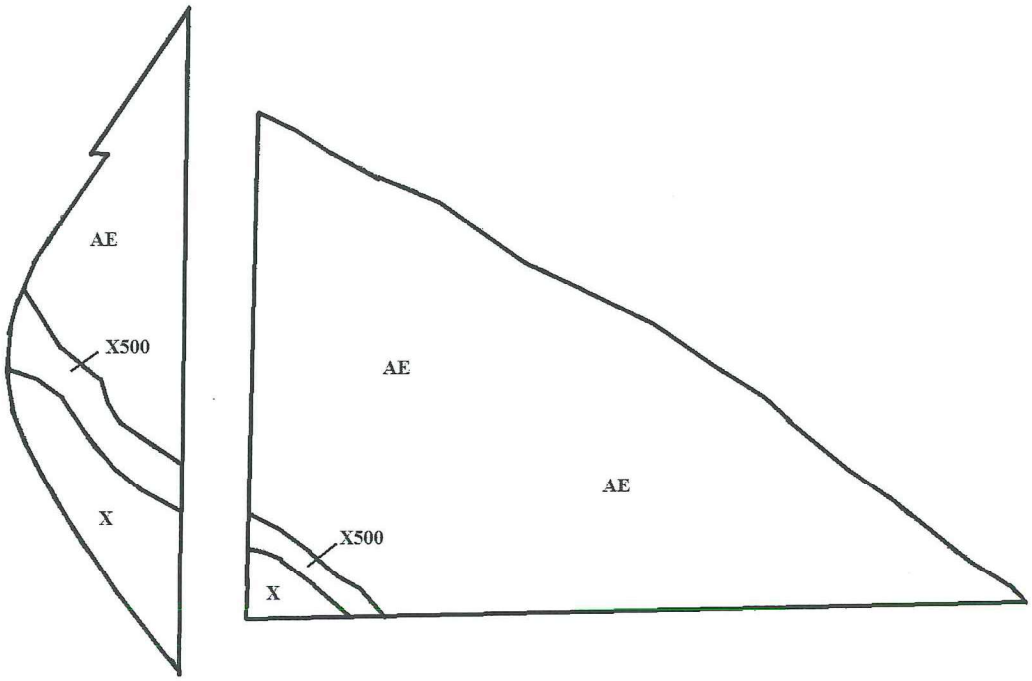
Richard P. Wunderlin, Institute for Systematic Botany, Dept. of Biological Sciences, University of South Florida, Tampa, FL 33620, (813) 974-2359, rwunder@cas.usf.edu

FLEPPC Database – The Florida Exotic Pest Plant Database contains over 75,000 sight records of infestations of FLEPPC Category I and Category II species in Florida public lands and waters. 211 species are recorded. Nearly all of the records are from local, state, and federal parks and preserves; a few records document infestations in regularly disturbed public lands such as highways or utility rights-of-way. Natural area managers and other veteran observers of Florida's natural landscapes submit these records, with many supported further by voucher specimens housed in local or regional herbaria for future reference and verification. New and updated observations can be submitted online at www.eddmaps.org/florida/. This database, along with other plant-data resources such as the University of South Florida Atlas of Florida Vascular Plants at www.plantatlas.usf.edu, the Florida Natural Areas Inventory database at www.fnai.org, and The Institute for Regional Conservation Floristic Inventory of South Florida database at www.regionalconservation.org, provides important basic supporting information for the FLEPPC List of Invasive Plant Species.

Images and/or distributional data of FLEPPC-listed species may be found at one or more of the following websites: University of South Florida Atlas of Florida Vascular Plants, www.plantatlas.usf.edu; the University of Florida Herbarium collection catalog, http://www.flmnh.ufl.edu/herbarium/cat/, and image gallery, http://www.flmnh.ufl.edu/herbarium/cat/imagesearch.asp; at Fairchild Tropical Botanic Garden's Virtual Herbarium, www.virtualherbarium.org/vhportal.html, The Robert K. Godfrey Herbarium at Florida State University, http://herbarium.bio.fsu.edu/index.php; the University of Florida's IFAS Center for Aquatic and Invasive Plants, http://plants.ifas.ufl.edu, and the USDA PLANTS database, http://plants.usda.gov/. Please note that greater success and accuracy in searching for plant images is likely if you search by scientific name rather than a common name. Common names often vary in cultivation and across regions. For additional information on plants included in this list, see related links and pages at www.fleppc.org.

EXHIBIT Q

FLOODPLAIN/COASTAL HIGH HAZARD AREA MAP



Zone AE - Flood hazard area inundated by 100-year flood.

Zone X - Areas determined to be outside 500-year flood plain.

Zone X500 - Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage reas less than 1 square mile; and areas protected by levess from 100-year flood.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3619667 OR BOOK 3316 PAGE 2019, Recorded 08/17/2011 at 04:30 PM
Doc Tax: $4620.00

This Instrument Prepared By:
GEORGE G. COLLINS, JR., ESQ.
Collins, Brown, Caldwell, Barkett & Garavaglia Chartered
756 Beachland Boulevard
Vero Beach, Florida 32963
Consideration: $660,000.00

WARRANTY DEED

COPY

THIS INDENTURE, made this 12th day of August, A.D. 2011, between BECKER B-14 GROVE, LTD., a Florida limited partnership, of the County of Indian River in the State of Florida, Grantor, whose address is 3150 Cardinal Drive, Vero Beach, Florida 32963, and ST. LUCIE COUNTY, a political subdivision of the State of Florida, whose post office address is 2300 Virginia Avenue, Fort Pierce, Florida 34982, Grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in St. Lucie County, Florida, to-wit:

Property Appraiser's Parcel Identification Number: 2429-321-0003-000/0
2430-411-0001-000/6

COPY

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants attached hereto as Exhibit "B," and recorded in the Public Records of St. Lucie County, Florida. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes.

This conveyance is subject to the Permitted Exceptions set forth in Exhibit "C" attached hereto, easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

AND the said Grantor does hereby fully warrant the title to said land, and will defend the

COPY

same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in
the presence of:

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BECKER B-14 GROVE, LTD., A
Florida limited partnership
By: Becker Sisters Management, LLC
Its: General Partner

BY: _____
Thomas W. Hurley, Manager

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BY: _____
Richard E. Hurley, Manager

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BY: _____
R. Scott Hurley, Manager

COPY

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by THOMAS W. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by RICHARD E. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by R. SCOTT. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

COPY

Exhibit A

That part of the Northwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

Parcel Identification Number: 2429-321-0003-000/0

and

Parcel Identification Number: 2430-411-0001-000/6

COPY

COPY

COPY

This document prepared by:
Kristen L. Coons, Esquire
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
FF8 AWARD #08-057-FF8
FCT Contract # 11-CT-D1-08-F8-J1-057
BECKER PRESERVE

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and **ST. LUCIE COUNTY**, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

COPY

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **St. Lucie County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental

COPY

Protection shall forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Program Manager

Recipient: St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
ATTN: County Attorney

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

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4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written

COPY

approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

3. At least three recreational facilities including a picnic pavilion, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

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6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known

COPY

archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. The development and management of the project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the project site is protected and managed as part of an ecological corridor.

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VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

COPY

f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all

COPY

sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and

COPY

Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

COPY

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall

COPY

be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

COPY

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Print Name: Stephanie Bush

Print Name: Janet L. Causi

ST. LUCIE COUNTY, a local government of the State of Florida

By: _____
Chris Craft, Chairman

Date: August 2, 2011

Approved as to Form and Legality:

By: _____
Heather Young, Assistant County Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 2nd day of August, 2011, by Chris Craft on behalf of the Local Government, and who is personally known to me.

JoAnn Marie Riley
MY COMMISSION EXPIRES
December 4, 2012
#DD 832769
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

JoAnn Marie Riley
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

COPY

Witness:

Print Name: Miriam Snipes

Print Name: John Sorey

FLORIDA COMMUNITIES TRUST

By: Ken Reecy
Ken Reecy, Acting Administrator
Florida Communities Trust

Date: 8-8-11

Approved as to Form and Legality:

By:
Kristen L. Coons, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8th day of Aug., 2011, by **Ken Reecy**, Acting Administrator, Florida Communities Trust, who is personally known to me.

MIRIAM SNIPES
MY COMMISSION # DD 989658
EXPIRES: September 7, 2014
Bonded Thru Notary Public Underwriters

Notary Public
Print Name:
Commission No.
My Commission Expires:

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EXHIBIT "A"

That part of the Northwest ¼ of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; AND ALSO that part of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; AND ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

END OF LEGAL DESCRIPTION

COPY

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Exhibit "C"
Permitted Exceptions

1. The lien of all taxes or special assessments for the year 2011 and thereafter, which are not yet due and payable.

2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land conveyed, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

3. Easements granted to Florida Power and Light Company as recorded in Official Records Book 226, Page 1254, and Official Records Book 237, Page 2800, of the Public Records of St. Lucie County, Florida.

4. Provisions unto the City of Fort Pierce to maintain electric transmission and distribution lines as recorded in Deed Book 133, Page 287, of the Public Records of St. Lucie County, Florida.

5. Annexation Agreement to the Fort Pierce Utilities Authority as recorded in Official Records Book 912, Page 2117, of the Public Records of St. Lucie County, Florida.

6. Terms, Covenants, Conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s).

7. Riparian and littoral rights are neither guaranteed nor insured.

8. Any claim to any portion of the land described in Exhibit "A" which lies below the mean high water line of Ten Mile Creek and other adjacent waters, if any.

9. Title to the present or former beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Exhibit "A."

10. Right-of-Ways for North St. Lucie Water Management District Canal No. 100.

11. Title to or any interest in personal property is neither guaranteed nor insured.

COPY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: FLUMA - Becker Preserve - 3398 Selvitz Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5th, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore

TITLE: Assistant Planning Director

SIGNATURE: Vennis Gilmore

DATE: January 8th, 2025

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: BECKER PRESERVE FLUMA ORDINANCE REVIEW

CAO RLS FILE: RLS 24-465

DATE: DECEMBER 18, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Future Land Use Map Amendment. The Ordinance is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

01/05/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/05/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$424.40	
Tax Amount:	$0.00	
Payment Cost:	$424.40	
Order No:	10904750	# of Copies:
Customer No:	1126026	1
PO #:	25-010	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

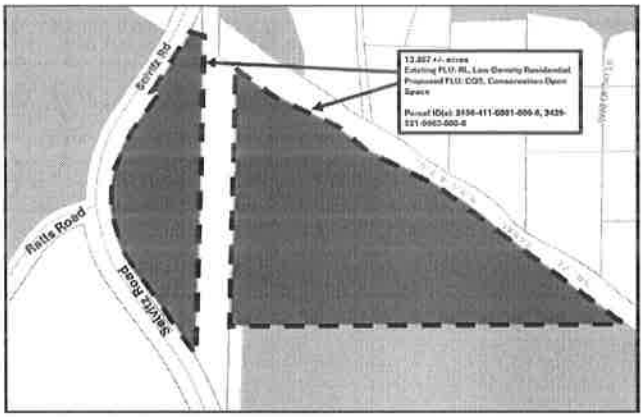
KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Tuesday, January 21, 2025 at 5:05 p.m. and Monday, February 3, 2025 at 5:05 p.m. hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-010 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 3398 SELVITZ ROAD, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (CO) CONSERVATION AND OPEN SPACE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PARCELS: 2430-411-0001-000-6 and 2429-321-0003-000-0



All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk Publish: 1/5/2025

TR-40983807

City Commission Regular Meeting **12. e.**

Meeting Date: 02/03/2025

Re: Becker Preserve Rezoning

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance No. 25-011: An Ordinance by the City Commission of the City of Fort Pierce; amending the City's Zoning Atlas and Rezoning two (2) parcels generally located at or near 3398 Selvitz Road, Fort Pierce, Florida, containing approximately 12.357 acres of land, more or less, from (R-1) Single-Family Low Density Zone to (OS-2) Conservation Open Space Zone; Parcel ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0. SECOND READING

SUMMARY:

Request for review of an application for a Zoning Atlas Map Amendment of two (2) parcels in the City of Fort Pierce, from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone.

The applicant is proposing to amend the Zoning Atlas Map from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone for compliance with the Florida Communities Trust (FCT) grant award agreement. The applicant has a concurrent application to amend the Future Land Use of the subject properties from RL, Low Density Residential to CO, Conservation and Open Space. The requested rezoning and future land use amendments to conservation open space are to reflect the properties current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Zoning Atlas Map Amendment to the City Commission.

ALTERNATIVES:

- Alternative Approval with changes
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-011
Staff Presentation
Staff Report
Application Supporting Documents
Public Notice Certification
CA Memo - 24-466
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 10:09 AM

Form Started By: Vennis Gilmore
Started On: 01/08/2025 12:50 PM
Final Approval Date: 01/22/2025

ORDINANCE NO. 25-011

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; **AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 3398 SELVITZ ROAD, FORT PIERCE, FLORIDA CONTAINING APPROXIMATELY 12.357 ACRES OF LAND, MORE OR LESS, FROM (R-1) SINGLE-FAMILY LOW DENSITY ZONE TO (OS-2) CONSERVATION OPEN SPACE ZONE**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject properties are two (2) parcels, 2430-411-0001-000-6 and 2429-321-0003-000-0, located at or near 3398 Selvitz Road in Fort Pierce, Florida, totaling approximately 12.357 acres of land, more or less; and

WHEREAS, a map depicting the subject properties is attached hereto as "**Exhibit A**"; and

WHEREAS, the subject properties are presently designated R-1, Single-Family Low Density Residential Zone.

WHEREAS, the applicant, has applied to allocate the appropriate future land use designation for the subject property from RL, Low Density Residential to CO, Conservation and Open Space; and

WHEREAS, the applicant, has applied for rezoning of the subject property from R-1, Single-Family Low Density Residential Zone to OS-2, Conservation Open Space Zone; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety, and general welfare as required by City Code 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 9th, 2024, meeting, voted 4 to 0 to recommend approval of the request.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce; Florida as follows:

SECTION 1. From and after the effective date hereof, the following described property is hereby rezoned as follows:

Parcel ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0

From and after the effective date hereof, the following properties legally described as:

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 3316, PAGE 2019)

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH; RANGE 40 EAST, LYING SOUTH OF TEN MILE CREEK, SUBJECT TO CANAL RIGHT-OF-WAY OVER THE WEST 48 FEET THEREOF; ALSO THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING SOUTH OF TEN MILE CREEK, SUBJECT TO CANAL RIGHT-OF-WAY OVER THE WEST 48 FEET THEREOF; ALSO THAT PART OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE FOR SELVITZ ROAD AS IT PRESENTLY EXISTS, SUBJECT TO A CANAL RIGHT-OF-WAY OVER THE EAST 48 FEET THEREOF, ALL OF THE ABOVE BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 12.357 ACRES, MORE OR LESS

Said properties being generally located at or near at or near 3398 Selvitz Road in Fort Pierce, Florida shall be rezoned, and the Zoning Designation is hereby changed from Single-Family Low Density Zone, R-1, to Conservation Open Space Zone, OS-2, as depicted at **Exhibit "A"** and Sketch & Legal Description at **Exhibit "B,"** all attached hereto and incorporated herein.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara 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. 25-011 was duly advertised in accordance with Section 163.3187 of the Florida Statutes in the St. Lucie News Tribune on Sunday, January 5th, 2025; 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 January 21st, 2025; and was duly introduced, read by title only, and passed on second and final reading February 3rd, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this February 4th, 2025.

Linda Hudson
MAYOR COMMISSIONER

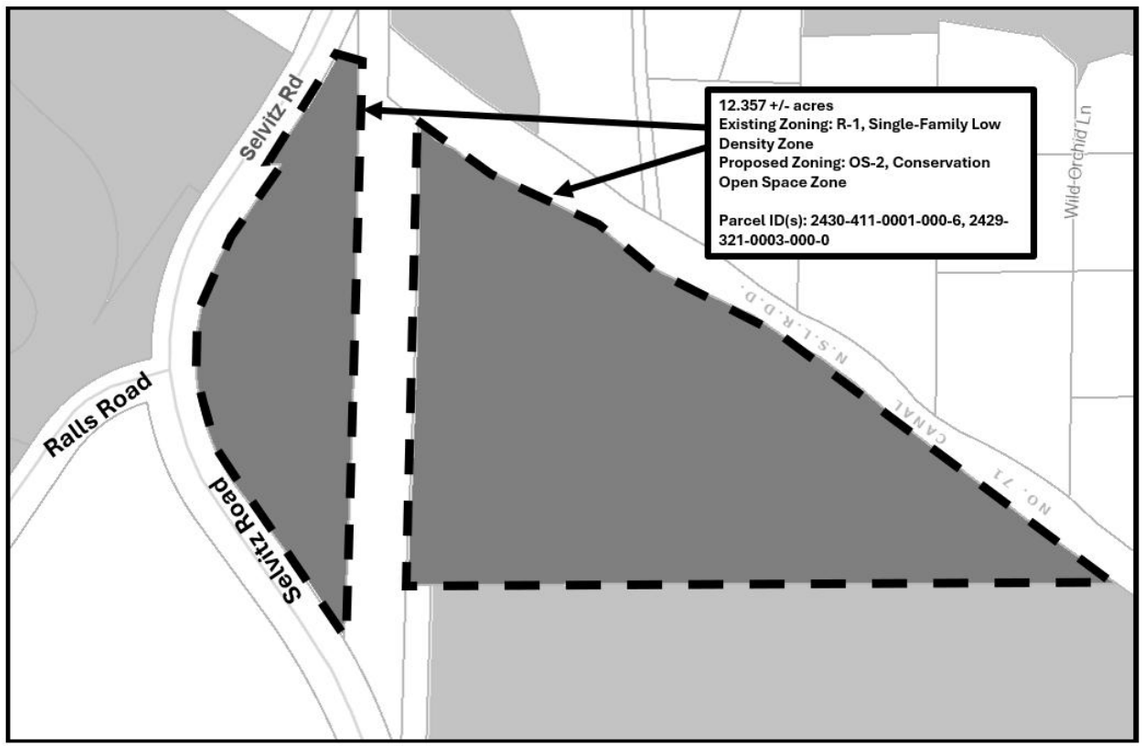
ATTEST

Linda W. Cox
CITY CLERK

(CITY SEAL)

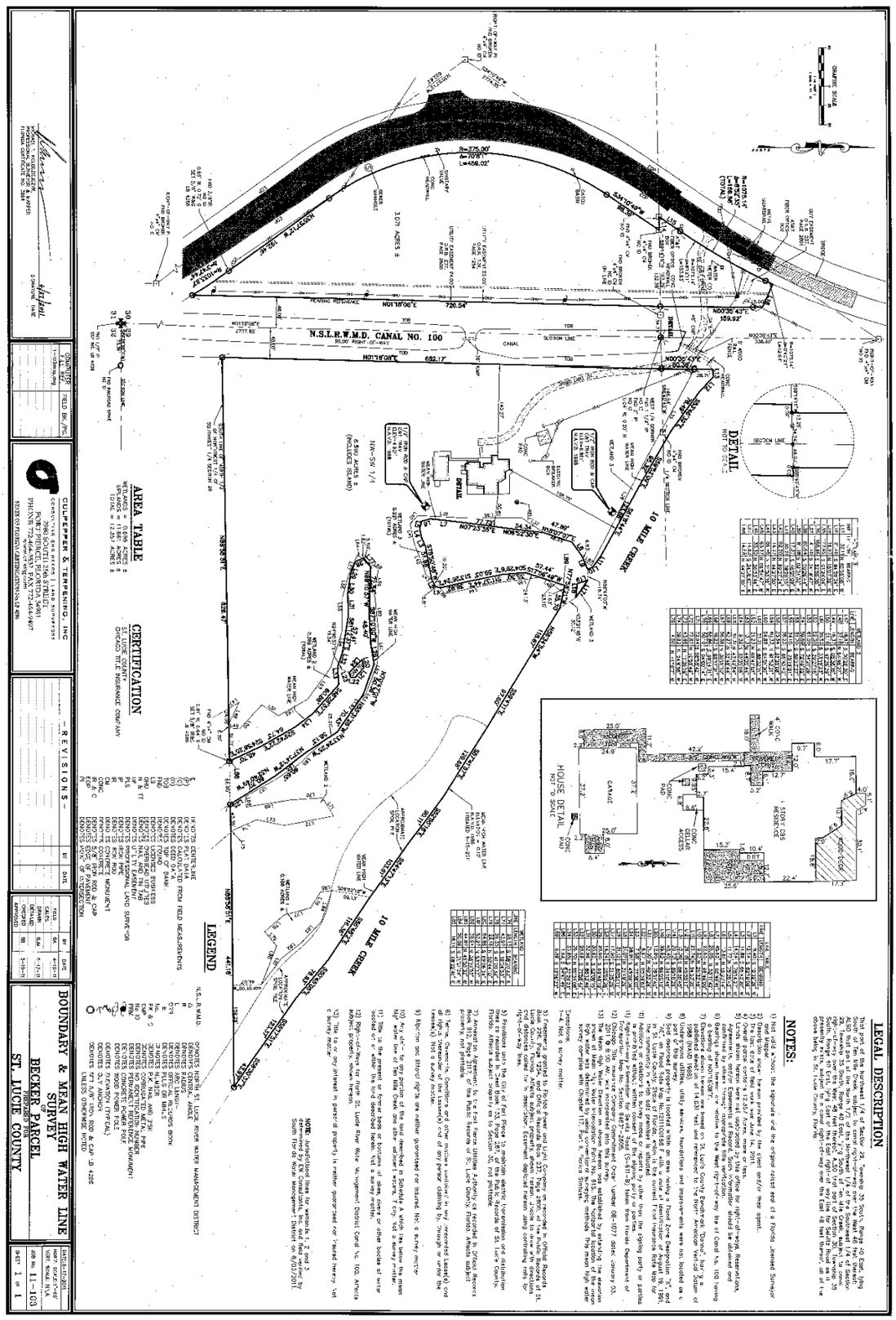
EXHIBIT A

Parcel subject of Rezoning to OS-2, Conservation Open Space Zone



Parcel ID(s): 2430-411-0001-000-6, 2429-321-0003-000-0

EXHIBIT B
Sketch & Legal Description



Parcel ID(s): 2430-411-0001-000-6, 2429-321-0003-000-0

CITY OF FORT PIERCE

ZONING ATLAS MAP AMENDMENT

January 21st, 2025

Becker Preserve – Rezoning

3398 Selvitz Road

(2430-411-0001-000-6, 2429-321-0003-000-0)

APPLICANT

Jennifer McGee, St. Lucie County Environmental Resources

OWNER

St. Lucie County

PARCEL ID #(S):

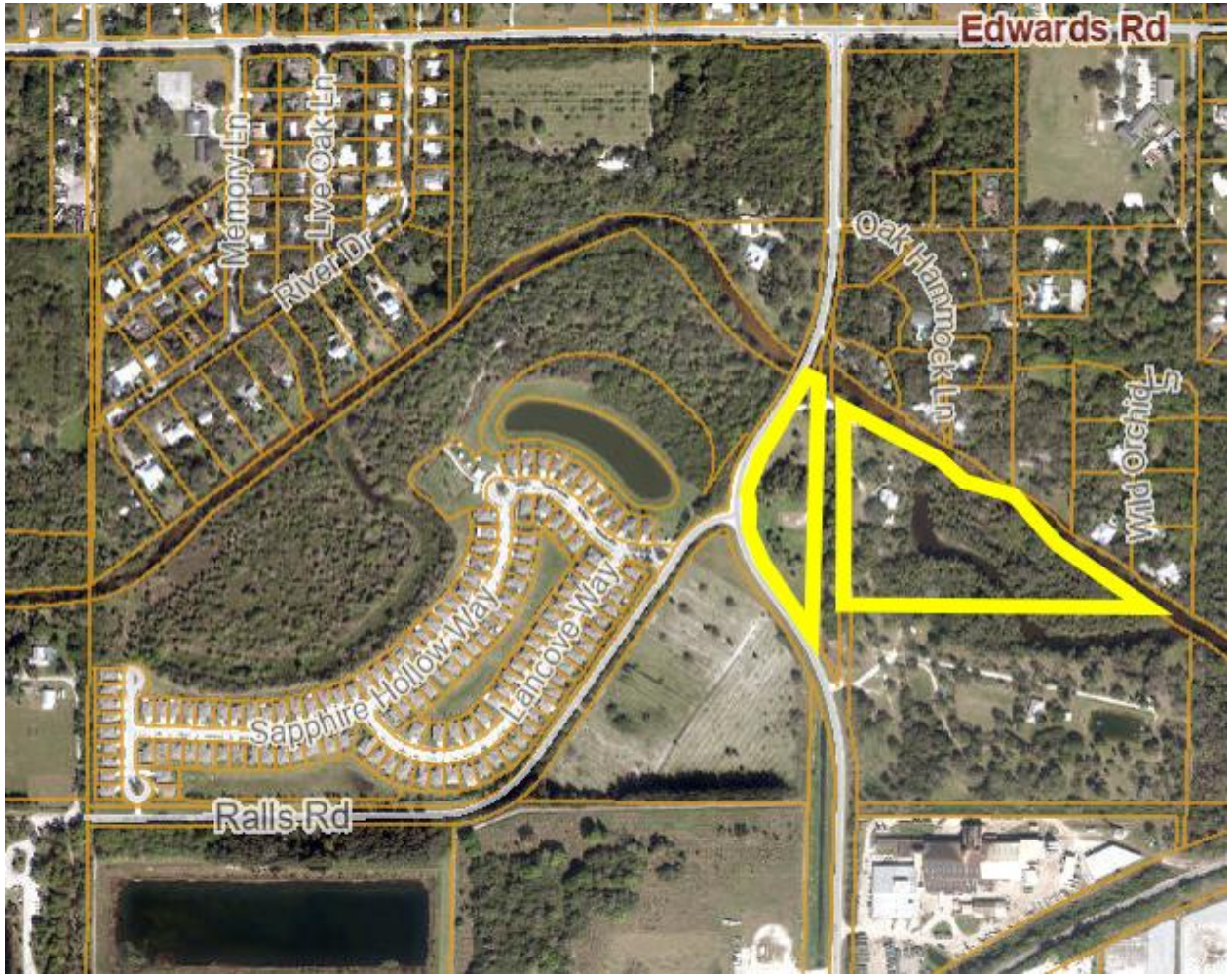
2430-411-0001-000-6, 2429-321-0003-000-0

SUMMARY

Request for review of application for a Zoning Atlas Map Amendment of two (2) parcels in the City of Fort Pierce, from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone.

The applicant is proposing to amend the Zoning Atlas Map from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone for compliance with the Florida Communities Trust (FCT) grant award agreement.

SITE LOCATION



SITE AREA= 12.357 +/- Acres

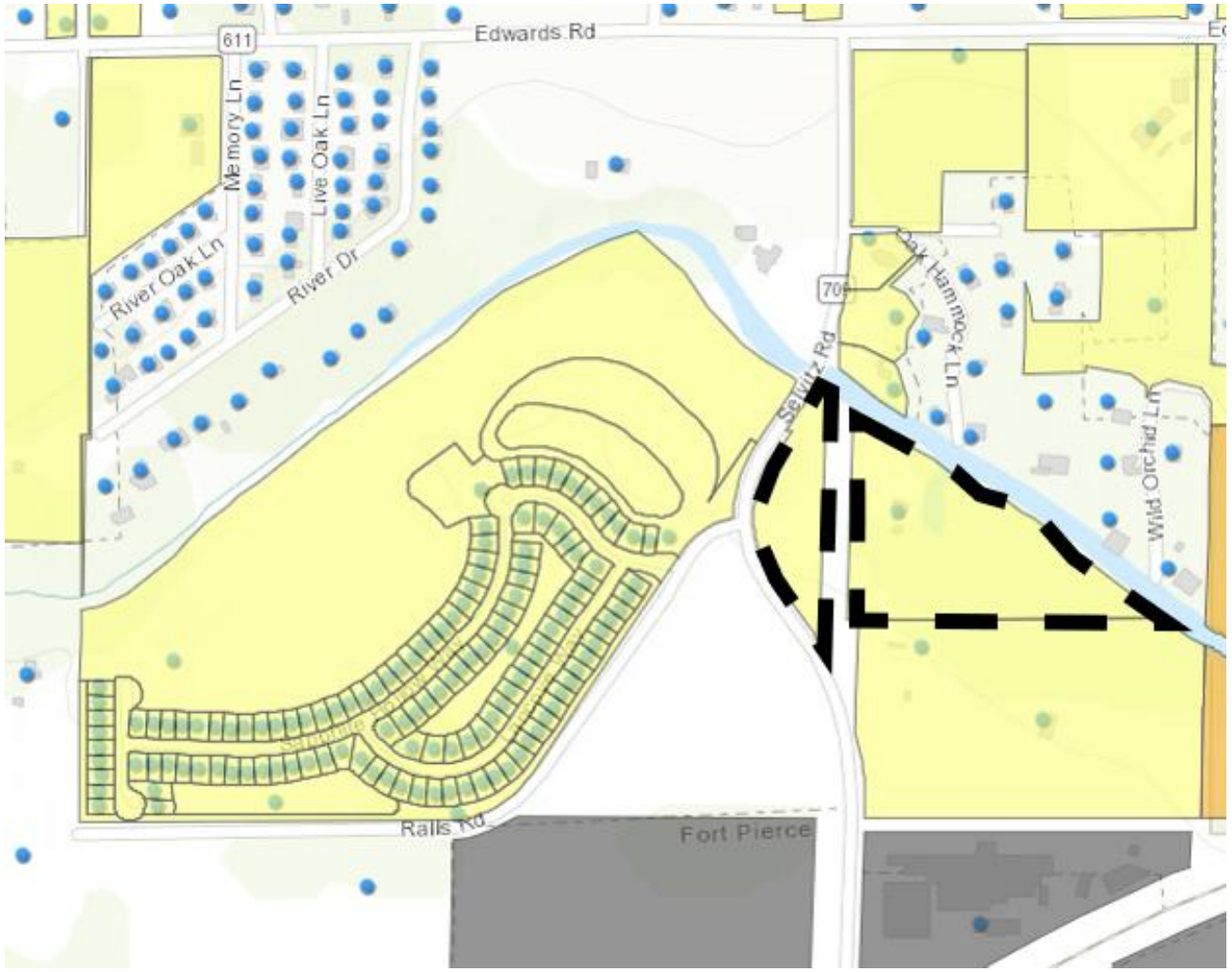
TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed REZONING with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

EXISTING/PROPOSED FLU

Current FLU:
RL, Low Density Residential

Proposed FLU:
CO, Conservation and Open Space



EXISTING/PROPOSED - ZONING

Current Zoning:
R-1, Single-Family Low Density Zone

Proposed Zoning:
OS-2, Conservation Open Space Zone



PB RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Zoning Atlas Map Amendment, at their December 9th, 2024, meeting.

ZONING ATLAS MAP AMENDMENT

Staff recommends that the City Commission <u>APPROVE</u> the proposed Rezoning.

- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **<u>Alternative actions of the City Commission:</u>**

- Alternative Approval with changes.

or

- Disapproval

CITY OF FORT PIERCE

ZONING ATLAS MAP AMENDMENT

January 21st, 2025

Becker Preserve – Rezoning

3398 Selvitz Road

(2430-411-0001-000-6, 2429-321-0003-000-0)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **BECKER PRESERVE – ZONING ATLAS MAP AMENDMENT – PROJECT #: PZZAM2024-00001**

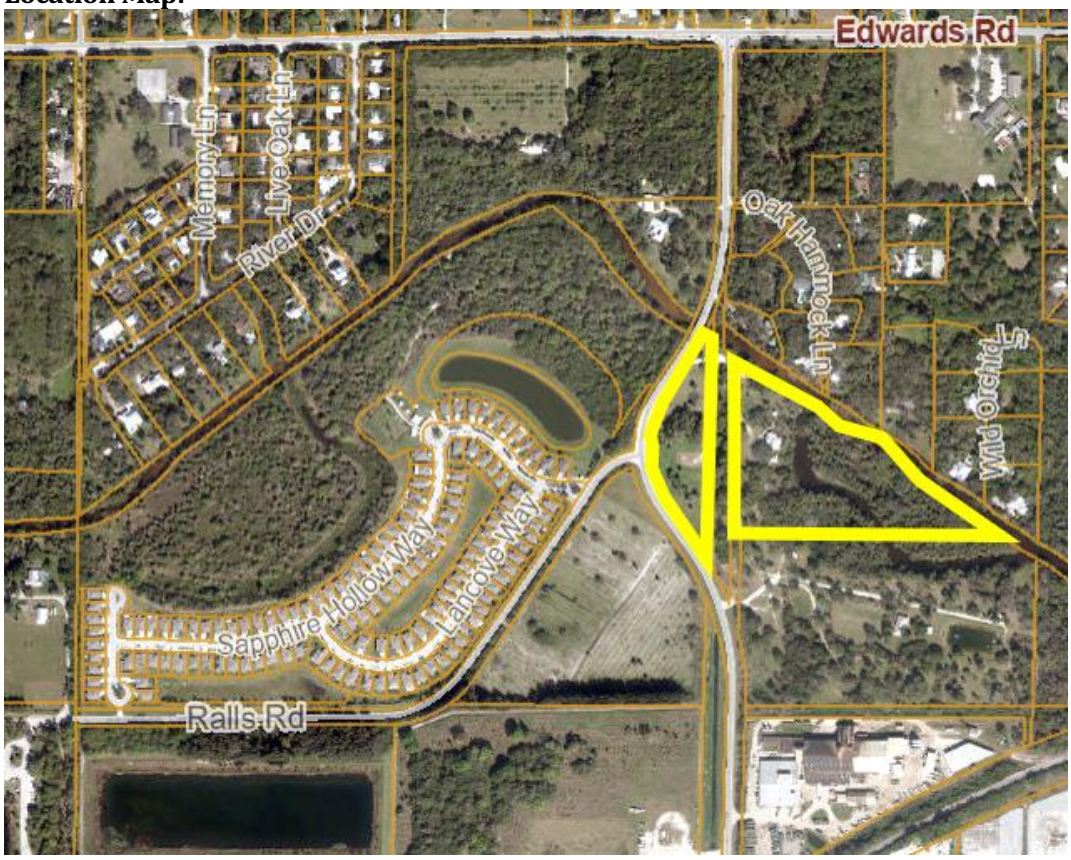
REVIEWER: **VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR**

DATE: **JANUARY 8, 2025**

STAFF REPORT

Applicant/Representative:	Jennifer McGee, St. Lucie County Environmental Resources
Owner:	St. Lucie County
Requested Action:	Review of an application for a Zoning Atlas Map Amendment of two (2) parcels in the City of Fort Pierce, from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone.
Location:	At or near 3398 Selvitz Road
Parcel IDs:	2430-411-0001-000-6, 2429-321-0003-000-0
Current Zoning:	R-1, Single-Family Low Density Zone
Proposed Zoning:	OS-2, Conservation Open Space Zone
Current Future Land Use:	RL, Low Density Residential
Proposed Future Land Use:	CO, Conservation and Open Space

Location Map:



Future Land Use Map:



Zoning Map:



Surrounding Zoning:

North	East	South	West
R-1/RS-3 (SLC)	R-1/RS-3 (SLC)	R-1	PD/AR-1 (SLC)

Surrounding Future Land Use:

North	East	South	West
RL/RU	RL/RU	RL	RL/RU

Site Area: **+/-** 12.357 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for a Zoning Atlas Map Amendment of two (2) parcels in the City of Fort Pierce, from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone.

The applicant is proposing to amend the Zoning Atlas Map from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone for compliance with the Florida Communities Trust (FCT) grant award agreement. The applicant has a concurrent application to amend the Future Land Use of the subject properties from RL, Low Density Residential to CO, Conservation and Open Space. The requested rezoning and future land use amendments to conservation open space are to reflect the properties current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

Existing Conditions
Currently the land consists of a preserve with a St. Lucie County Environmental Resources office space.

Comprehensive Plan – Future Land Use Comparison

FLU COMPARISON - BECKER PRESERVE

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	12.357	538,270.9

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	LOW DENSITY RESIDENTIAL (RL)	6.5	80	0.0	0.0 SQ.FT
PROPOSED	CONSERVATION AND OPEN SPACE (CO)	0	0	0.25	0.0 SQ.FT
	INCREASE / (DECREASE)		(80)		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

The subject property is designated as a City Future Land Use of Low Density Residential (RL). The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

The subject property is classified with a City Zoning of R-1, Single-Family Low Density Zone. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available.

The proposed Future Land Use designation is CO, Conservation and Open Space. The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.

The proposed Zoning classification is OS-2, Conservation Open Space Zone. The Conservation Open Space (OS-2) Zone is for areas containing important natural environmental features which pose severe limitations on their suitability for development. It is the intent of the zone to retain to open character of the zone wherever possible by limiting the uses primarily to conservation, low intensity recreation and other compatible uses. Due to the sensitive environmental character of areas in the district, many users are allowed as conditional uses.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Zoning Atlas Map Amendment with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the Zoning Atlas Map Amendment.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Zoning Atlas Map Amendment, at their December 9th, 2024, meeting.

Staff Recommendation:
Staff recommends **APPROVAL** of the proposed Zoning Atlas Map Amendment to the City Commission.

Board of County Commissioners

Chris Dzadovsky
DISTRICT 1
Vice Chair

Larry Leet
DISTRICT 2

Linda Bartz
DISTRICT 3

Jamie Fowler
DISTRICT 4

Cathy Townsend
DISTRICT 5
Chair

Administration

George Landry
COUNTY ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

Richard E Becker Preserve Rezoning and Future Land Use Amendment to Conservation Open Space

Statement of Need:

The proposed rezoning and future land use amendment requests modification of two parcels, totaling 12.357 acres in size known as Richard E Becker Preserve, from residential to conservation open space to comply with the grant award agreement associated with the acquisitions. The subject proposals also accurately reflect current use of the subject parcels as a nature preserve. The subject parcels were purchased through a partnership under the Florida Communities Trust Program and the St. Lucie County Environmentally Significant Lands Bond Program for perpetual preservation of the natural resources onsite, as well as providing passive recreational opportunities to the public. As such, special management condition one of the grant award agreement states the parcels shall be rezoned and future land use amended to conservation, outdoor recreation, open space, or other similar category. The subject parcels are currently managed under the St. Lucie County Environmental Lands Program for preservation and/or restoration of the natural communities onsite as well as passive recreational such as covered picnic areas, canoe/kayak launch and facilities, nature trails and primitive camp sites. In addition to compliance with the grant award agreement, modification of the future land use and zoning designations to conservation open space will also aid in further protection of the floodplain by ensuring no additional development impacts while providing recreational opportunities to the public.

Environmental Resources Department

2300 Virginia Avenue | Fort Pierce, FL 34982 (772-462-2526 Environmentalresources@stlucieco.org www.stlucieco.gov

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved -- 10/2/2024, 7:25 AM

Property Identification

Site Address: 3398 SELVITZ RD
Sec/Town/Range: 29/35S/40E
Parcel ID: 2429-321-0003-000-0
Jurisdiction: Fort Pierce

Use Type: 0100
Account #: 32649
Map ID: 24/29S
Zoning: SF Low Den

Ownership

St Lucie County
2300 Virginia AVE
Fort Pierce, FL 34982-5632

Legal Description

29 35 40 THAT PART OF NW 1/4 AND THAT PART OF N 1/2 OF NW 1/4 OF SW 1/4 LYG S AND W OF 10 MILE CREEK-LESS CANAL R/W- (10.39 AC)(OR 3316-2019)



Current Values

Just/Market Value:	$767,500
Assessed Value:	$631,966
Exemptions:	$631,966
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	2,687
Gross Sketched Area (SF):	4,722
Land Size (acres):	10.39
Land Size (SF):	452,588.4

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 12, 2011	3316 / 2019	0318	WD	Becker B-14 Grove Ltd	$660,000
Jul 31, 2009	3113 / 0745	0311	WD	Becker Holding Properties	$750,000
Jun 8, 2006	2590 / 1400	XX02	SPWD	Becker Indian River Properties	$100
Feb 1, 1985	0455 / 1910	XX01	CV		$0
Jul 1, 1984	0439 / 0682	XX02	CV		$200,000

Building Information (1 of 2)

Finished Area: 2,687 SF

Gross Sketched Area: 3,797 SF

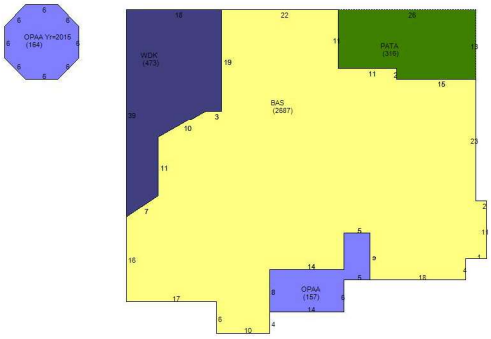
Exterior Data

View:	Roof Cover: Metal	Roof Structure: Hip
Building Type: SFAV	Year Built: 1976	Frame:
Grade: SFAV-High	Effective Year: 1976	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 4	Electric: AVERAGE	Primary Int Wall:
Full Baths: 2	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: N/A%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	2687	2687	270
OPAA	Open Porch Attached Average	321	0	115
PATA	Patio Average (Plain Slab)	316	0	78
WDK	WOOD DECK	473	0	108

Building Information (2 of 2)

Finished Area: 0 SF

Gross Sketched Area: 925 SF

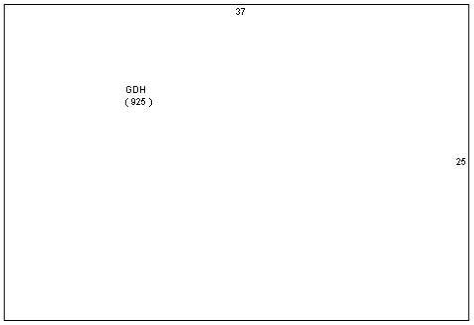
Exterior Data

View:	Roof Cover: Metal	Roof Structure: Gable
Building Type: DGAR	Year Built: 1995	Frame:
Grade: DG	Effective Year: 1995	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: %	Sprinkled %: %





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
GDH	Garage Detached High	925	0	124

Special Features and Yard Items

Type	Qty	Units	Year Blt
Fen WoodSB 6'	1	350	2016

Current Year Values

Current Values Breakdown

Building and SFYI:	$226,600
Land:	$540,900
Just/Market:	$767,500
Ag Credit:	$0
Save Our Homes or 10% Cap:	$135,534
Assessed:	$631,966
Exemption(s):	$631,966
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2024	2012	8500	St Lucie County	$631,966

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	10.39	North St. Lucie Water Management District	$0.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$767,500	$631,966	$631,966	$0
2023	$710,500	$574,515	$574,515	$0
2022	$603,000	$522,287	$522,287	$0
2021	$539,400	$474,807	$474,807	$0

Permits

Number	Issue Date	Description	Amount	Fee
C22-120677	Jan 28, 2003	Alterations/Remodeling	$30,000	$531
BP12-2283	Dec 12, 2012	Air Conditioning Only	$6,685	$155
BP12-2356	Dec 13, 2012	Electric	$500	$104
BP14-1679	Sep 26, 2014	Deck	$10,800	$113
BP15-1493	Oct 9, 2015	Alterations/Remodeling	$35,000	$374
C1508-0127	Jan 4, 2016	Alterations/Remodeling	$0	$0
BP16-0605	Mar 18, 2016	Fence	$10,297	$0
BP-16-0718	Jun 7, 2016	Alterations/Remodeling	$10,000	$0
BP16-0718	Jun 7, 2016	Alterations/Remodeling	$10,000	$0
BP21-2421	Apr 27, 2021		$2,477	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Property Identification

Site Address: SELVITZ RD
Sec/Town/Range: 30/35S/40E
Parcel ID: 2430-411-0001-000-6
Jurisdiction: Fort Pierce

Use Type: 9900
Account #: 32831
Map ID: 24/30S
Zoning: SF Low Den

Ownership

St Lucie County

2300 Virginia AVE
Fort Pierce, FL 34982-5632



Legal Description

30 35 40 THAT PART OF SEC LYG INSE 1/4 OF SE 1/4 OF NE 1/4 AND NE 1/4 OF SE 1/4 LYG E OF SELVITZ RD, SLY OF 10 MILE CREEK AND W OF CANAL #100 (3.05 AC) (OR 3316-2019)

Current Values

Just/Market Value:	$185,200
Assessed Value:	$85,547
Exemptions:	$85,547
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	3.05
Land Size (SF):	132,858

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 12, 2011	3316 / 2019	0318	WD	Becker B-14 Grove Ltd	$660,000
Jul 31, 2009	3113 / 0745	0330	WD	Becker Holding Properties	$750,000
Jun 8, 2006	2590 / 1400	XX02	SPWD	Becker Indian River Properties	$100
Feb 1, 1985	0455 / 1910	XX01	CV		$0
Jul 1, 1984	0439 / 0682	XX02	CV		$200,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:

Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building and SFYI:	$0
Land:	$185,200
Just/Market:	$185,200
Ag Credit:	$0
Save Our Homes or 10% Cap:	$99,653
Assessed:	$85,547
Exemption(s):	$85,547
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2024	2012	8500	St Lucie County	$85,547

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	3.05	North St. Lucie Water Management District	$0.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$185,200	$85,547	$85,547	$0

2023	$168,400	$77,770	$77,770	$0
2022	$141,400	$70,700	$70,700	$0
2021	$87,800	$64,273	$64,273	$0

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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LEGAL DESCRIPTION

That part of the Northwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was June 14, 2011.
4) Overall parcel contains 12.357 Acres, more or less.
5) Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
6) Bearings shown hereon are relative to the West right-of-way line of Canal No. 100 having a bearing of N01°18'08"E.
7) Elevations shown hereon are based on St. Lucie County Benchmark "Donna", having a published elevation of 14.031 feet and referenced to the North American Vertical Datum of 1988 (NAVD 1988).
8) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
9) Said described property is located within an area having a Flood Zone Designation "X", and "AE", on Flood Rate Map No.12111C0188 F with a date of identification of August 19, 1991, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
11) Right-of-way information for Selvitz Road (S-611-B) taken from Florida Department of Transportion Map No. Section 94631-2605.
12) Chicago Title Insurance Company Commitment Order Number 08-1077 dated January 03, 2011 @ 8:00 AM, was incorporated into this survey.
13) The Mean High Water Elevation as shown hereon was established by extending the elevation shown at Mean High Water Interpolation Point No. 915. The horizontal location of the mean high water was determined by using conventional surveying methods. This mean high water survey complies with Chapter 117, Part II, Florida Statues.

Exceptions:
1-4. Not a survey matter.

5) Easements granted to Florida Power and Light Company as recorded in Official Records Book 226, Page 1254, and Official Records Book 237, Page 2800, of the Public Records of St. Lucie County, Florida. Affects subject property, shown hereon. Unable to draw with directions and distances called for in description. Easement depicted hereon using controlling calls for right-of-way lines.

6) Provisions unto the City of Fort Pierce to maintain electric transmission and distribution lines as recorded in Deed Book 133, Page 287, of the Public Records of St. Lucie County, Florida. Affects subject property as to Section 30, not plottable.

7) Annexation Agreement to the Fort Pierce Utilities Authority as recorded in Official Records Book 912, Page 2117, of the Public Records of St. Lucie County, Florida. Affects subject property, not plottable.

8) Terms, Covenants, Conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s). Not a survey matter.

9) Riparian and littoral rights are neither guaranteed nor insured. Not a survey matter.

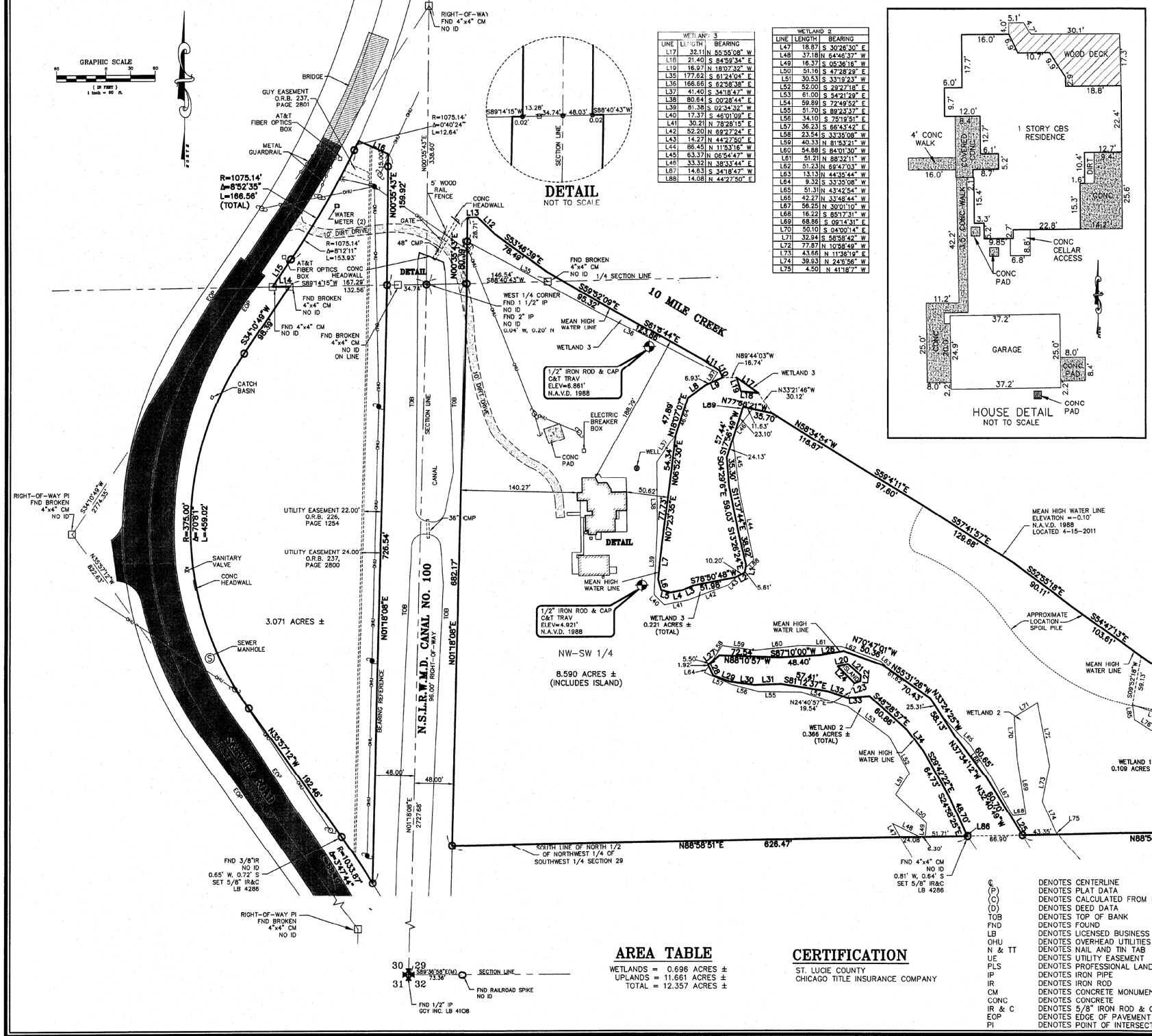
10) Any claim to any portion of the land described in Schedule A which lies below the mean high water line of Ten Mile Creek and other adjacent waters, if any. Not a survey matter.

11) Title to the present or former beds or bottoms of lakes, rivers or other bodies of water located on or within the land described herein. Not a survey matter.

12) Right-of-Ways for North St. Lucie River Water Management District Canal No. 100. Affects subject property, shown hereon.

13) Title to or any interest in personal property is neither guaranteed nor insured hereby. Not a survey matter

NOTE: Jurisdictional linee for wetlands 1, 2 and 3 determined by EW Consultants, Inc. and field verified by South Florida Water Management District on 6/03/2011.



WETLAND 3		
LINE	LENGTH	BEARING
L17	32.11	N 55°55'08" W
L18	21.40	S 84°59'34" E
L19	16.97	N 18°07'32" W
L35	177.62	S 61°24'04" E
L36	166.66	S 62°58'38" E
L37	41.40	S 34°18'47" W
L38	80.64	S 00°28'44" E
L39	81.38	S 02°34'32" W
L40	17.37	S 46°01'09" E
L41	30.21	N 78°28'15" E
L42	52.20	N 69°27'24" E
L43	14.27	N 44°27'50" E
L44	86.45	N 11°53'16" W
L45	63.37	N 06°54'47" W
L46	33.32	N 38°33'44" E
L87	14.63	S 34°18'47" W
L88	14.08	N 44°27'50" E

WETLAND 2		
LINE	LENGTH	BEARING
L47	18.87	S 30°26'30" E
L48	37.18	N 64°46'37" W
L49	16.37	S 05°36'16" W
L50	51.16	S 47°28'29" E
L51	30.53	S 33°19'23" W
L52	52.00	S 29°27'18" E
L53	61.00	S 54°21'29" E
L54	59.89	S 72°49'52" E
L55	51.70	S 89°23'37" E
L56	34.10	S 75°19'51" E
L57	36.23	S 66°43'42" E
L58	23.54	S 33°35'08" W
L59	40.33	N 81°53'21" W
L60	54.88	S 84°01'30" W
L61	51.21	N 88°32'11" W
L62	51.23	N 69°47'03" W
L63	13.13	N 44°35'44" W
L64	9.32	S 33°35'08" W
L65	51.31	N 43°42'54" W
L66	42.27	N 33°48'44" W
L67	56.25	N 30°01'10" W
L68	16.22	S 85°17'31" W
L69	68.86	S 09°14'31" E
L70	50.10	S 04°00'14" E
L71	32.94	S 58°58'42" W
L72	77.87	N 10°58'49" W
L73	43.66	N 11°36'19" E
L74	39.93	N 24°5'56" W
L75	4.50	N 41°18'7" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.40	S 10°32'26" W
L2	12.54	S 62°19'09" W
L3	14.86	S 66°42'20" W
L4	14.54	S 78°14'27" W
L5	11.77	N 75°28'43" W
L6	13.61	N 16°23'14" W
L7	45.65	N 05°49'41" E
L8	26.05	N 55°11'42" E
L9	22.63	N 66°46'00" E
L10	9.22	N 26°32'46" W
L11	22.74	N 54°53'05" W
L12	29.18	N 45°55'17" W
L13	12.36	S 88°35'45" W
L14	20.72	S 89°18'29" W
L15	40.40	S 34°10'49" W
L16	39.82	N 68°05'10" W
L20	12.60	S 76°51'42" W
L21	21.30	N 49°33'29" W
L22	6.97	N 05°39'52" E
L23	7.58	N 71°38'07" E
L24	28.91	S 45°28'36" E
L25	21.07	N 31°49'28" W
L26	31.12	S 80°51'11" W
L27	17.90	S 51°05'25" W
L28	14.34	S 25°59'26" E
L29	20.90	S 69°48'19" E
L30	30.92	S 82°08'16" E
L31	32.96	N 88°13'48" E
L32	25.69	S 71°58'42" E
L33	26.70	N 85°34'08" E
L34	33.65	S 37°29'23" E
L86	1.92	S 34°47'49" E
L89	6.89	S 19°16'23" W

WETLAND 1		
LINE	LENGTH	BEARING
L76	28.13	S 58°00'23" E
L77	42.97	S 15°04'55" E
L78	39.33	S 41°00'30" E
L79	29.16	N 50°44'10" E
L80	64.89	S 69°06'24" E
L81	52.27	N 53°17'17" W
L82	38.94	N 38°10'53" W
L83	44.87	N 46°55'32" W
L84	50.59	N 71°21'24" W
L85	18.11	S 08°22'41" E

AREA TABLE

WETLANDS = 0.696 ACRES ±
UPLANDS = 11.661 ACRES ±
TOTAL = 12.357 ACRES ±

CERTIFICATION

ST. LUCIE COUNTY
CHICAGO TITLE INSURANCE COMPANY

LEGEND

℄	DENOTES CENTERLINE
(P)	DENOTES PLAT DATA
(C)	DENOTES CALCULATED FROM FIELD MEASUREMENTS
(D)	DENOTES DEED DATA
TOB	DENOTES TOP OF BANK
FND	DENOTES FOUND
LB	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
N & TT	DENOTES NAIL AND TIN TAB
UE	DENOTES UTILITY EASEMENT
PLS	DENOTES PROFESSIONAL LAND SURVEYOR
IP	DENOTES IRON PIPE
IR	DENOTES IRON ROD
CM	DENOTES CONCRETE MONUMENT
CONC	DENOTES CONCRETE
IR & C	DENOTES 5/8" IRON ROD & CAP
EOP	DENOTES EDGE OF PAVEMENT
PI	DENOTES POINT OF INTERSECTION
N.S.L.R.W.M.D.	DENOTES NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
ORB	DENOTES OFFICIAL RECORDS BOOK
±	DENOTES PLUS OR MINUS
No.	DENOTES NUMBER
PK & D	DENOTES P.K. NAIL AND DISK
CMP	DENOTES CORRUGATED METAL PIPE
No ID	DENOTES NO IDENTIFICATION NUMBER
PRM	DENOTES PERMANENT REFERENCE MONUMENT
	DENOTES CONCRETE POWER POLE
	DENOTES WOOD POWER POLE
	DENOTES ELEVATION (TYPICAL)
	DENOTES GUY ANCHOR
	DENOTES SET 5/8" IRON ROD & CAP LB 4286 UNLESS OTHERWISE NOTED

MICHAEL T. KOLODZIEJCZYK, PROFESSIONAL SURVEYOR & MAPPER, FLORIDA CERTIFICATE NO. 3864
SIGNATURE 6/27/2011 DATE

COMPUTER FILE REF.	FIELD BK./PG.
11-103rmap.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE

	BY	DATE
FIELD	GA	4-15-11
CALCS.		
DRAWN	GLM	5-17-11
DETAILED		
CHECKED	SB	5-19-11
APPROVED		

BOUNDARY & MEAN HIGH WATER LINE SURVEY OF BECKER PARCEL PREPARED FOR ST. LUCIE COUNTY

DATE: 5-17-2011
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 11-103
SHEET 1 OF 1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	single family residential	RU, residential urban	R-1, single family low density & RS-3
South	Boy Scout Camp	RL, low density residential	R-1, single family low density residential
East	single family residential	RU, residential urban	RS-3, residential single family
West	single family residential	RU, residential urban	PD, planned development

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RU	residential urban	4 units per acre (49 units)	12.357	AE & X
****Proposed**	COS	conservation open space	n/a	12.357	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum 49 du x 2.6 = 127.4 persons x 100 gpd = 12,740 maximum allowed
Current Zoning/FLU	Total gallons per day currently 1 single family residence (1 du x 2.6 x 100 gpd) = 260
**Proposed Zoning/FLU	Total gallons per day n/a (proposing to down zone to conservation open space)
**Change in Demand	Total gallons per day n/a (down zoning)

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum 49 du x 2.6 = 127.4 persons x 100 gpd = 12,740 maximum allowed
Current Zoning/FLU	Total gallons per day 1 du x 2.6 = 2.6 persons x 100 gpd = 260
**Proposed Zoning/FLU	Total gallons per day n/a (proposing to down zone to conservation open space)
**Change in Demand	Total gallons per day n/a (down zoning)

C. Parks and Recreation (Residential Classifications Only): n/a (down zoning to COS)
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Urban District	5 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Community	2.5 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Neighborhood	1.36 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space

D. Public Schools (Residential Classifications Only): n/a (down zoning to COS)
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	n/a	n/a
City	n/a	n/a
Distance	n/a	n/a
Current Zoning/FLU Enrollment Demand	n/a	n/a
****Proposed Zoning/FLU Enrollment Demand**	n/a	n/a
****Change in Demand**	n/a	n/a

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	R-1/RU
****Proposed Zoning/FLU**	OS/COS
***Change in Demand**	reduction to non-residential open space

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	Not applicable. The proposed rezoning and future land use amendment to conservation open space are not anticipated to have any stormwater impacts as no site improvements are proposed. The site will be maintained as conservation open space and will aide in providing natural storage for the region.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	RS-1/RU	
****Proposed Zoning/FLU**	OS/COS	
***Change in Demand**	Trips	Trips
Impact to Capacity	n/a. down zoning to conservation open space from residential	

IV. Project Description

PHASING				
Is this project (phase) part of a larger project?		Yes	✔	No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.				
Total Project: Residential Units:	Single Family:		Multifamily:	
Non-residential (square footage):				
Mixed-use (describe use):				
(If this is a single phase project, name it Phase I – Total)				

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated.[☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: requesting exemption of some submittal requirements not applicable to the

** Complete section if requesting a change in zoning, future land use, or expanding

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

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If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: requesting exemption of some submittal requirements not applicable to the

** Complete section if requesting a change in zoning, future land use, or expanding

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3619667 OR BOOK 3316 PAGE 2019, Recorded 08/17/2011 at 04:30 PM
Doc Tax: $4620.00

This Instrument Prepared By:
GEORGE G. COLLINS, JR., ESQ.
Collins, Brown, Caldwell, Barkett & Garavaglia Chartered
756 Beachland Boulevard
Vero Beach, Florida 32963
Consideration: $660,000.00

WARRANTY DEED

COPY

THIS INDENTURE, made this 12th day of August, A.D. 2011, between BECKER B-14 GROVE, LTD., a Florida limited partnership, of the County of Indian River in the State of Florida, Grantor, whose address is 3150 Cardinal Drive, Vero Beach, Florida 32963, and ST. LUCIE COUNTY, a political subdivision of the State of Florida, whose post office address is 2300 Virginia Avenue, Fort Pierce, Florida 34982, Grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in St. Lucie County, Florida, to-wit:

Property Appraiser's Parcel Identification Number: 2429-321-0003-000/0
2430-411-0001-000/6

COPY

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants attached hereto as Exhibit "B," and recorded in the Public Records of St. Lucie County, Florida. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes.

This conveyance is subject to the Permitted Exceptions set forth in Exhibit "C" attached hereto, easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

AND the said Grantor does hereby fully warrant the title to said land, and will defend the

COPY

same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in
the presence of:

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BECKER B-14 GROVE, LTD., A
Florida limited partnership
By: Becker Sisters Management, LLC
Its: General Partner

BY: _____
Thomas W. Hurley, Manager

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BY: _____
Richard E. Hurley, Manager

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BY: _____
R. Scott Hurley, Manager

COPY

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by THOMAS W. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by RICHARD E. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by R. SCOTT. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

COPY

Exhibit A

That part of the Northwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

Parcel Identification Number: 2429-321-0003-000/0

and

Parcel Identification Number: 2430-411-0001-000/6

COPY

COPY

COPY

This document prepared by:
Kristen L. Coons, Esquire
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
FF8 AWARD #08-057-FF8
FCT Contract # 11-CT-D1-08-F8-J1-057
BECKER PRESERVE

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and **ST. LUCIE COUNTY**, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

COPY

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **St. Lucie County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental

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Protection shall forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Program Manager

Recipient: St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
ATTN: County Attorney

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

COPY

4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written

COPY

approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

3. At least three recreational facilities including a picnic pavilion, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

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6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known

COPY

archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. The development and management of the project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the project site is protected and managed as part of an ecological corridor.

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VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

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f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all

COPY

sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and

COPY

Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

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X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall

COPY

be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

COPY

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Print Name: Stephanie Bush

Print Name: Janet L. Causi

ST. LUCIE COUNTY, a local government of the State of Florida

By: _____
Chris Craft, Chairman

Date: August 2, 2011

Approved as to Form and Legality:

By: _____
Heather Young, Assistant County Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 2nd day of August, 2011, by Chris Craft on behalf of the Local Government, and who is personally known to me.

JoAnn Marie Riley
MY COMMISSION EXPIRES
December 4, 2012
#DD 832769
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

JoAnn Marie Riley
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

COPY

Witness:

Print Name: Miriam Snipes

Print Name: John Sorey

FLORIDA COMMUNITIES TRUST

By: Ken Reecy
Ken Reecy, Acting Administrator
Florida Communities Trust

Date: 8-8-11

Approved as to Form and Legality:

By:
Kristen L. Coons, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8th day of Aug., 2011, by **Ken Reecy**, Acting Administrator, Florida Communities Trust, who is personally known to me.

MIRIAM SNIPES
MY COMMISSION # DD 989658
EXPIRES: September 7, 2014
Bonded Thru Notary Public Underwriters

Notary Public
Print Name:
Commission No.
My Commission Expires:

COPY

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EXHIBIT "A"

That part of the Northwest ¼ of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; AND ALSO that part of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; AND ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

END OF LEGAL DESCRIPTION

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Exhibit "C"
Permitted Exceptions

1. The lien of all taxes or special assessments for the year 2011 and thereafter, which are not yet due and payable.

2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land conveyed, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

3. Easements granted to Florida Power and Light Company as recorded in Official Records Book 226, Page 1254, and Official Records Book 237, Page 2800, of the Public Records of St. Lucie County, Florida.

4. Provisions unto the City of Fort Pierce to maintain electric transmission and distribution lines as recorded in Deed Book 133, Page 287, of the Public Records of St. Lucie County, Florida.

5. Annexation Agreement to the Fort Pierce Utilities Authority as recorded in Official Records Book 912, Page 2117, of the Public Records of St. Lucie County, Florida.

6. Terms, Covenants, Conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s).

7. Riparian and littoral rights are neither guaranteed nor insured.

8. Any claim to any portion of the land described in Exhibit "A" which lies below the mean high water line of Ten Mile Creek and other adjacent waters, if any.

9. Title to the present or former beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Exhibit "A."

10. Right-of-Ways for North St. Lucie Water Management District Canal No. 100.

11. Title to or any interest in personal property is neither guaranteed nor insured.

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BECKER

C10-11-630

FCT Contract Number 11 -CT- D1-08-F8-A1-057
FLORIDA COMMUNITIES TRUST
08-057-FF8
BECKER PRESERVE
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and ST. LUCIE COUNTY, a political subdivision of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 4, 2008 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009, F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects are selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with Bond proceeds. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **NOVEMBER 30, 2011**("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **December 15, 2010.** If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Site may be acquired in an expeditious manner.

4. If the Recipient is identified in paragraph V.4. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report to FCT of Project Site acquisition activities. The monthly report shall contain the dates that appraisals are ordered and due, as well as the dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.

5. No later than **December 15, 2010**, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than **December 15, 2010**, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

a. **Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient's project is selected for funding.** Prior to the delivery of awarded FCT funds, the appraisal(s) shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined; and

b. Purchase Agreement(s), as defined by Rule 9K-8.002(16), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Fifty Percent (50%) of the final Project Costs, as defined in Rule 9K-

7.002(32), F.A.C., or Six Hundred Thousand Dollars And Zero Cents ($600,000.00) unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(6), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(32), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's Application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in 9K-7.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT Award that corresponds to the parcel being closed. FCT shall prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of the FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(24), F.A.C. If the value of land is the source of the Match, the MAPP shall determine the value of the Match. If the Project Site is comprised of multiple parcels, the Recipient shall deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, FCT acquisition activities shall be terminated unless the Seller agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: JoAnn Riley

Title: Property Acquisition Manager

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-2825 Fax: (772) 462-1440

E-mail: rileyj@stlucieco.org

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Faye W. Outlaw, MPA

Title: County Administrator

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-1401 Fax: (772) 462-2131

Email: outlawf@stlucieco.org

4. If the Project Site consists of ten or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of eleven or more ownerships, as reflected on the Acquisition Plan, the Recipient shall act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that _____ [*Note: Elect FCT or Recipient*] will be the party responsible for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies FCT that the Recipient's agent is:

Name: _____

Title: _____

Address: _____

_____

Phone: _____ Fax: _____

Email: _____

5. In the event that different representatives or addresses are designated for either paragraph 2., 3., or 4. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

6. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-6000835.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to FCT approval of the signed purchase agreement(s), closing(s) of the real estate transaction(s) to acquire the Project Site and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of

contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.

b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.

c. A statement of the Project Costs.

d. A statement of the amount of the award being requested from FCT.

e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

g. A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves and executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a. above.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or

commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

6. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

7. Title to the Project Site shall be titled in the Recipient, unless the Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). Such request shall be subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site shall be vested in St. Lucie County [Note: Insert either the name of the Recipient or Board of Trustees of Internal Improvement Trust Fund.] If the Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, Fla. Stat. and Rule 18-1, F.A.C. FCT signature of this Agreement shall constitute approval of this election.

8. The transfer of title to the Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), Fla. Stat. and Rule Chapter 9K-8, F.A.C., have been fully complied with by the Recipient and FCT, FCT has approved the Project Plan and the Recipient has complied with all Purchase Agreement requirements.

9. The deed transferring title of the Project Site to the Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan, signature of the purchase agreement(s), closing(s) of the real estate transaction(s) and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X and XI herein. The Recipient is strongly urged to coordinate with FCT staff in order to ensure that FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the Project Site and the disbursement of the FCT Award.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

a. An introduction containing the project name, location and other background information relevant to management.

b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.

c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.

h. A description of proposed educational displays and programs to be offered, if applicable.

i. A description of how the management will be coordinated with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla.Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the

following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VIII. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009, F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

3. At least three recreational facilities including an open air amphitheatre, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. The development and management of the project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the project site is protected and managed as part of an ecological corridor.

IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Trustees, or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of the closing of the Project Site and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the

Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL

PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

Per Department of Financial Services Rule 69I-5.004(2)(a), Florida Administrative Code, the determination of when State financial assistance is expended should be based on when the activity occurs (the activity pertains to events that require the nonstate entity to comply with contracts or agreements, such as expenditure transactions associated with grants.) Additional prior fiscal year expenditures of State financial assistance should be added to total expenditures of State financial assistance previously reported for the prior fiscal year to determine if the threshold was exceeded. If so, the nonstate entity should take appropriate action to provide for an audit for the prior fiscal year in accordance with the Florida Single Audit Act. Therefore, it may be necessary for the Recipient to amend prior fiscal year audits to account for receiving the FCT grant funds because the determining factor of when the expenditure must be accounted for is when the expenditure is made, not the signing of this agreement.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not

required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

XIII. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of the FCT Award;

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or

e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XIV. LEGAL AUTHORIZATION

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

ST. LUCIE COUNTY

By: _____
Chris Craft, Chairman

Date: November 23, 2010

FLORIDA COMMUNITIES TRUST

By: Ken Reecy
Ken Reecy
Community Program Manager

Date: 12-13-10

Approved as to Form and Legality:

By: _____
Daniel S. McIntyre, County Attorney

Approved as to Form and Legality:

By: _____
Kristen L. Coons, Trust Counsel

Contract No. 11-CT-D1-08-F8-A1-057
FCT Project No: 08-057-FF8

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-8.008(3), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: ST. LUCIE COUNTY, a political subdivision of the State of Florida, ("Recipient") and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the project site in FCT application 08-057-FF8 that was selected for funding and is governed by a Grant Contract for FCT Project Number 08-057-FF8 ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-8.002(9), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes (F.S.).

b) The Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Chapter 9K-8, F.A.C. The Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list shall be made in writing. Upon the written consent of the FCT Community Program Manager, the Recipient shall amend the Agreement to include all desired parties. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the Recipient and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 08-057-FF8, as required by Section 125.355 (1)(a), F.S., for counties or Section 166.045 (1)(A), F.S., for municipalities, Chapter 9K-8, F.A.C., and this Confidentiality Agreement between the Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	Recipient Board Member, Staff or Agent Name	Signature
11/23/10	Daniel S. McIntyre	
11/23/10	JoAnn Riley	
11/23/10	Janet LiCausi	
11/23/10	Steve Fousek	
11/23/10	Ron Harris	

ST. LUCIE COUNTY

By: _____
Chris Craft, Chairman

Date: November 23, 2010

FLORIDA COMMUNITIES TRUST

By: Ken Reecy
Ken Reecy
Community Program Manager

Date: 12-13-10

Approved as to form and legality:

By: _____
Daniel S. McIntyre, County Attorney

Approved as to form and legality:

By: _____
Kristen L. Coons, Trust Counsel

To enhance the quality of stormwater entering the North Fork from the road rights of way, a one (1) acre pond will be constructed along Selvitz road. The pond will filter pollutants before they enter the North St. Lucie Water Control District Canal 100, which leads to Ten Mile Creek.

To mimic nature and provide wildlife habitat, the pond will meet the following elements:

- establish appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred. Minimal safety standards to minimize the possibility of drowning is a 4/1 slope.
- appropriate planting of species typical of a depression marsh shall include: rushes, sedges and pickerelweed. Approximately 1,000 shrubs shall be planted around the perimeter of the pond.

Reforestation

Native trees/plants typical of a hydric hammock will be planted within the upland portions of the site. Species will include Laurel Oak, Live Oak, Cabbage Palm and Hickory. Groundcovers will consist of wild coffee, saw palmetto, beautyberry and myrsine. Approximately 300 trees and 2,000 shrubs will be planted on the approximately 8.4 acres of disturbed area within the site.

It is unknown when the property was last influenced by fire. Since floodplain forests and floodplain swamps are not dependent upon fire, fire will not be used to manage the site. Exhibit P indicates those areas on the property that would benefit from hydrologic restoration, reforestation and exotic restoration. Approximately 10 acres of the site will be restored.

Monitoring

Photo plots will be established to monitor exotic removal efforts and the re-establishment of native species. Two transects will be established to document management objectives and record species present on the site. (See exhibit G) Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust. The annual report will define those efforts that have been performed to achieve the goals as described in the management plan.

ARCHAEOLOGICAL AND HISTORICAL RESOURCE PROTECTION

There are no known cultural or historic sites within the property. Within 1/4 mile of the site is located SL01350, a residence circa 1936. Ten Mile Creek lying adjacent to the site is designated SL01688 because of its historical significance in the Florida Master Site File.

Prior to the commencement of development activities, measures will be taken to determine the presence of historical and archaeological sites. An employee within St. Lucie County Environmental Resources Department has become certified by the Division of Historical Resources to be able to conduct limited monitoring activities in accordance with review and compliance recommendations.

In the event that historical or archeological sites are identified, coordination with the Florida Department of State, Division of Historical Resources www.dhr.dos.state.fl.us and St. Lucie County will be necessary to protect the resource. If any archaeological or historical sites are discovered, the county will comply with provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). The Division of Historical Resources, Florida Department of State, will be notified if any archaeological or historical sites are uncovered. All information about the site will be submitted for listing as a Site of Historical Significance, and Fl Master Site File form submitted.

The collection of artifacts or the disturbance of archaeological and historic sites on the site is prohibited, unless prior authorization has been obtained from DHR.

EDUCATIONAL ACTIVITIES

A self-guiding interpretive trail will be established through the site identifying the dynamics of the ecosystems, wildlife and flora. The pamphlets will lead visitors to a series of numbered 4x4 posts located along the trail. Informational kiosks will be constructed at the parking lot to identify the site, post rules and obtain nature trail pamphlets. An interpretive display will be placed at the entrance of the trail at the parking lot.

The existing house or garage will be converted into a nature center with several displays regarding the Preserve program. The center will be open on weekends during 5 months of the year from December through April. The center will be open from 8 am to 5 PM. A minimum of twelve classes will be conducted each year at the site to discuss the protection of natural resources.

GREENWAYS MANAGEMENT

The NFSLR Greenway ecological and recreational corridor contains a patchwork of individual parcels lying along the North Fork of the St. Lucie River, Five and Ten Mile Creeks. The 12 mile long corridor contains a variety of natural communities including floodplain forest, floodplain swamp, mesic flatwoods, scrubby flatwoods, depression marsh and scrub. The greenway consists of upland and aquatic preserves and parks managed by a variety of state, county and city governments. The addition of these parcels to the Greenway will link several existing and proposed natural areas and parks along the northern limits of the North Fork and Five & Ten Mile Creek areas. (Exhibit N) Acquisition of the parcels will be an important link towards the connection of the Five & Ten Mile Creek properties to Platt's Creek Mitigation Bank and Strazulla parcel, through the Audubon Preserve, eventually terminating at Ten Mile Creek West. (Exhibit N)

The NFSLR project also fulfills greenways policies set forth in the Conservation Element of the County Comprehensive Plan. These policies encourage the creation of greenways countywide, including the establishment of wildlife corridor greenways. The element requires coordination with the state and federal lands acquisition programs to encourage the connection of public owned lands

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Rezoning - Becker Preserve - 3398 Selvitz Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5th, 2025

NOTICE BY MAIL: December 5th, 2024

NOTICE BY SIGNS: January 9th, 2025

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: Vennis Gilmore **DATE:** January 8th, 2025

South FLA Water Mgmt Dist and Tr Int Imp Trust Fund
PO Box 24680
West Palm Beach; FL 33416-4680

Club Pure Title Holding Corporation
3891 Edwards RD
Fort Pierce; FL 34981-5222

Maryann Fletcher
4064 Oak Hammock Ln
Fort Pierce; FL 34981-4533

HMD & D Holding; LLC
4012 SW Kadlic ST
Port Saint Lucie; FL 34953-5670

Marion M McDowell and Bonnie S McDowell
3965 Oak Hammock LN
Fort Pierce; FL 34981-4522

Kathleen Forsman
4010 Oak Hammock LN
Fort Pierce; FL 34981-4533

Robert L Dyke
4072 Oak Hammock LN
Fort Pierce; FL 34981-4533

Carol A Carlin
4086 Oak Hammock Ln
Fort Pierce; FL 34981-4533

Michael E Geraghty
4001 Oak Hammock Ln
Fort Pierce; FL 34981-4534

Susan S Kelly
4080 Oak Hammock Ln
Fort Pierce; FL 34981-4533

Connie Jo Strawn
3976 Oak Hammock Ln
Fort Pierce; FL 34981-4521

Gary Finkle and Nancy Finkle
924 Munday CT
Charlotte; NC 28270-1018

Brian J Maloney and Tonya S Maloney
3790 Wild Orchid LN
Fort Pierce; FL 34981-5225

Maria I Camacho Rubio and Gustavo Rocha Rodriguez
3753 Wild Orchid LN
Fort Pierce; FL 34981-5226

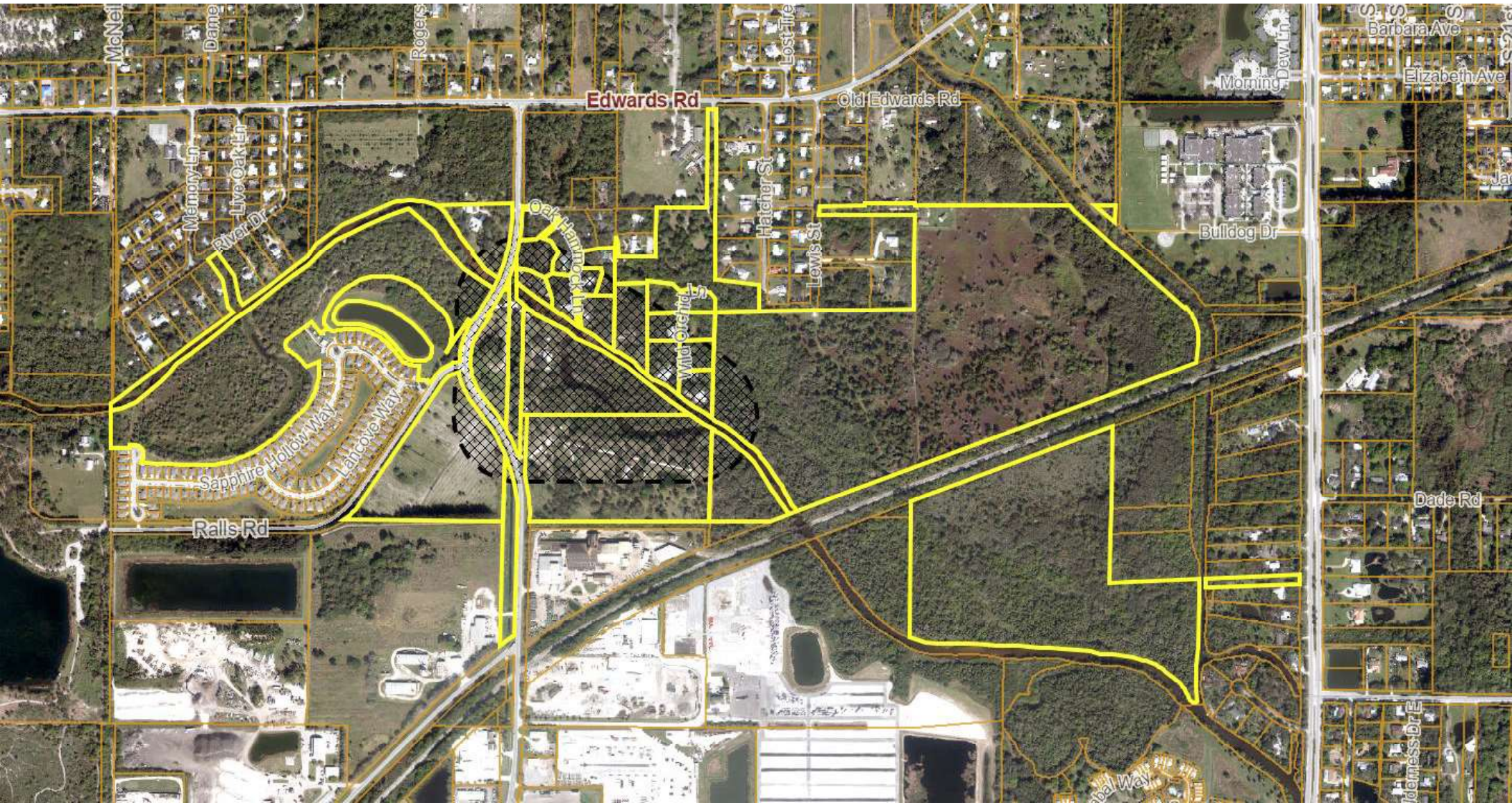
St Lucie County Scouts Inc
3548 Selvitz Rd
Fort Pierce; FL 34981-4721

James B Pulliam and Diane G Pulliam
3311 Selvitz RD
Fort Pierce; FL 34981-4720

Glen R Stevick (TR)
1636 Walnut ST
Berkeley; CA 94709-1606

NSLRWCD
14666 Orange AVE
Fort Pierce; FL 34945-4511

Carriage Pointe HOA; INC.
5460 S Quebec ST; Unit Ste 110
Greenwood Village; CO 80111-1920


Edwards Rd
Old Edwards Rd
Oak Hammock Ln
Hatcher St
Lewis St
Wild Orchid Ln
Bulldog Dr
Barbara Ave
Elizabeth Ave
Dade Rd
Memory Ln
Live Oak Ln
River Dr
Sapphire Hollow Way
Lancove Way
Ralls Rd

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: BECKER PRESERVE REZONING ORDINANCE REVIEW

CAO RLS FILE: RLS 24-466

DATE: DECEMBER 18, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Rezoning and Zoning Atlas Amendment. I have made suggested changes to the Ordinance. It has been uploaded to Agenda Quick in a track changes and clean copy version. The clean copy of the Ordinance, with the suggested changes implemented, is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

RECEIVED
JAN 14 2025
CITY CLERK'S OFFICE

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

01/05/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/05/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$149.60	
Tax Amount:	$0.00	
Payment Cost:	$149.60	
Order No:	10904489	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0215618	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Tuesday, January 21, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on the first reading and will on Monday, February 3, 2025 at 5:05pm hold a second reading on the enactment of the proposed ordinance, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-011 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 3398 SELVITZ ROAD, FORT PIERCE, FLORIDA CONTAINING APPROXIMATELY 12.357 ACRES OF LAND, MORE OR LESS, FROM (R-1) SINGLE-FAMILY LOW DENSITY ZONE TO (OS-2) CONSERVATION OPEN SPACE ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk Publish: 1.5.2025
January 5 2025
LSAR0215618

City Commission Regular Meeting **15. a.**

Meeting Date: 02/03/2025

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

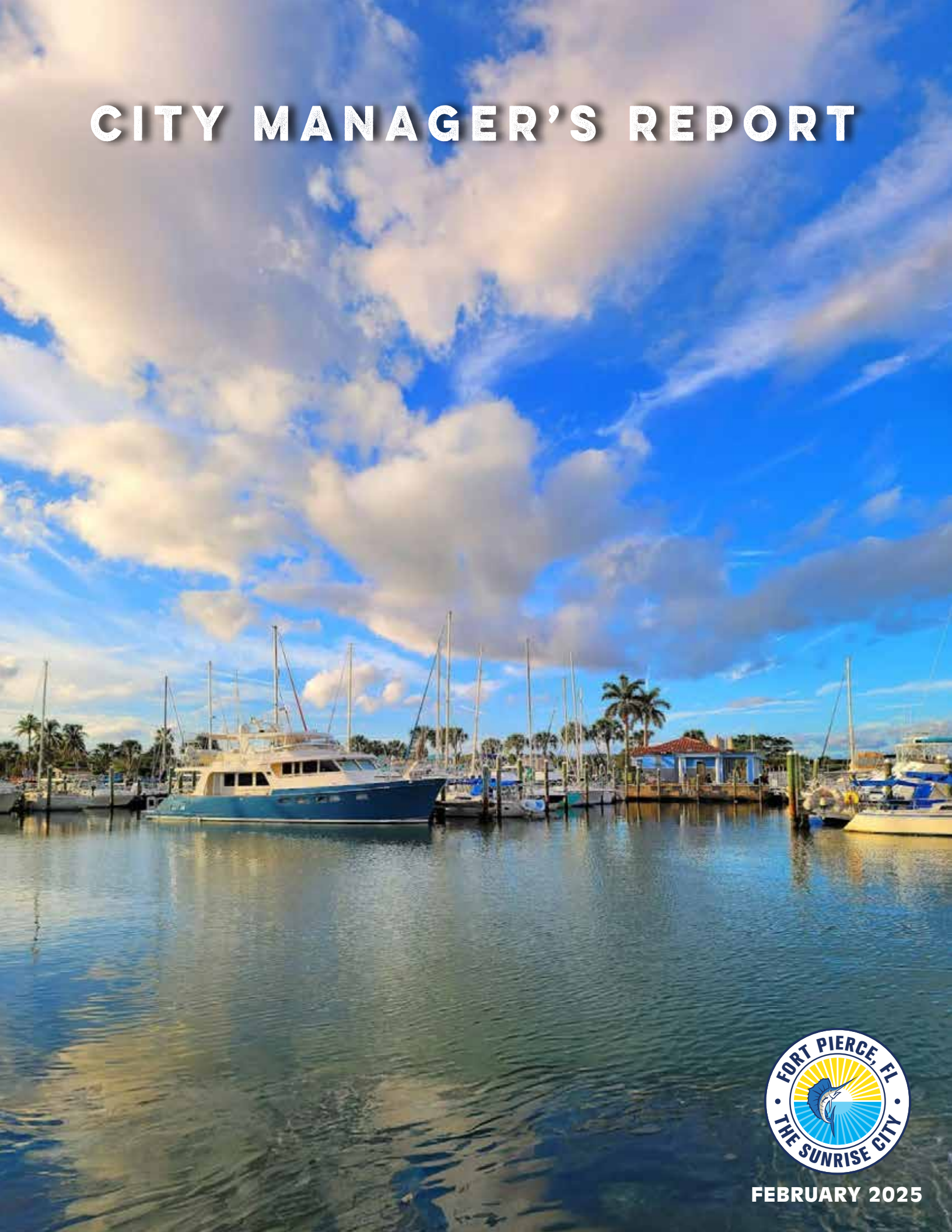
Purchase Order Report

Form Review

Form Started By: Jennifer Robinson Started On: 01/28/2025 06:14 AM

Final Approval Date: 01/28/2025

CITY MANAGER'S REPORT



FEBRUARY 2025

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18 Sunrise Theatre

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Congratulations



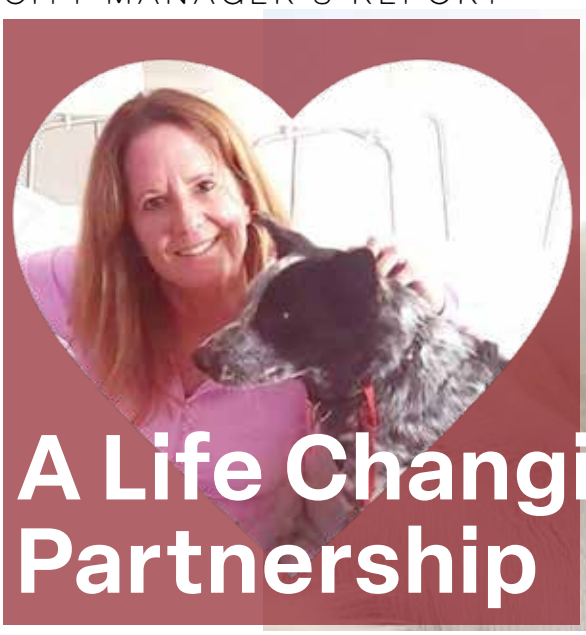
TCCI Team's Officer of the Year

On January 15, 2025, Officer Nathan Tierney was recognized as Officer of the Year at the Treasure Coast Crisis Intervention Team's 18th Annual Appreciation Breakfast. This prestigious honor highlights Officer Tierney's dedication, exceptional service, and unwavering commitment to the community.

The Treasure Coast Crisis Intervention Team's annual event celebrates law enforcement officers, first responders, and community members who go above and beyond to make a difference in the lives of those facing crises. Officer Tierney's recognition as Officer of the Year is a testament to his compassion, professionalism, and ability to de-escalate situations while ensuring safety and support for all involved.

Through his hard work and dedication, Officer Tierney exemplifies the values of leadership and empathy for which the Treasure Coast Crisis Intervention Team stands. His efforts have undoubtedly made a positive impact on countless lives.

Congratulations to Officer Nathan Tierney, on this well-deserved honor. His contributions will inspire others to serve with excellence and care, and his work has truly made a difference!





A Life Changing Partnership

HOW FPAAC AND SHAUNA BAUR ARE HELPING ANIMALS

When people work together with a shared goal to make a difference, amazing things can happen. That's exactly what's happening with the partnership between the Fort Pierce Animal Adoption Center (FPAAC) and Shauna Baur Rescue. They're changing lives and making a huge impact on animal care, creating stories that inspire everyone who hears them.

This teamwork started with a shared respect and admiration. Shauna Baur, who is passionate about helping animals, was inspired by the hard work of Summer Rulapaugh, FPAAC's Operations Manager. Summer's fresh ideas and dedication to improving the center encouraged Shauna to team up with her to make even bigger changes.

"Summer has brought much-needed improvements to FPAAC," Shauna says. "I'm so happy to support her vision and help bring it to life."

Their partnership has already made a big difference. In a short time, they've helped rehabilitate ten dogs who needed extra care before they could find forever homes. Thanks to Shauna's knowledge and the center's hard work, these dogs were given a second chance at life—and now each one has found a loving family.

The success of these dogs shows just how much dedication and teamwork can accomplish.

But their impact doesn't stop there. Together, FPAAC and Shauna Baur Rescue are inspiring the community to get involved. They've created a culture of kindness that encourages people to volunteer, foster, or adopt, spreading positivity throughout the area.

This is just the beginning of something great. The partnership between FPAAC and Shauna Baur Rescue proves that when people come together with passion and a common goal, they can achieve incredible things. As Shauna puts it, "I'm excited to keep supporting FPAAC as we create even more happy endings for animals and the community."

The future is bright for FPAAC, Shauna Baur Rescue, and all the animals they care for, showing that teamwork and kindness can change lives.

December 2024 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Living in a Structure Without Utilities	-	-	-	-	1	0	24.5	0.0
Rental Housing Complaint	1	1	21.3	23.0	-	-	-	
Abandoned Vehicle	1	0	5.1	0.0	3	0	1.3	0.0
Animal Control	1	0	0.0	0.0	2	0	0.0	0.0
General	7	4	4.3	6.4	8	5	5.8	6.5
Illegal Dumping	2	1	4.7	8.1	2	0	4.5	0.0
Outside Storage/Junk/Trash	2	2	4.6	5.9	1	1	6.7	7.2
Tall Grass/Overgrown Landscaping	1	0	13.4	0.0	1	0	0.0	0.0
Drainage Issues	2	1	0.1	0.9	-	-	-	-
Erosion and Sediment Control Issues	-	-	-	-	1	0	0.0	0.0
Roadway Construction	2	0	0.0	0.0	-	-	-	-
Traffic Signal	1	0	0.0	0.0	-	-	-	-
Parks and Playgrounds	-	-	-	-	3	2	2.0	1.5
Pothole	3	0	3.4	0.0	2	0	2.1	0.0
Street Sign	-	-	-	-	2	0	0.5	0.0
Trash and Recycling	1	1	2.0	2.0	1	0	1.3	0.0
Trees	-	-	-	-	2	1	0.9	2.0
TOTALS	**24**	**10**	**5.5**	**7.1**	**29**	**9**	**3.8**	**5.0**

DTA - Days to Acknowledgement DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts:https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

BUILDING
COMMUNITY RESPONSE
ENGINEERING
PUBLIC WORKS

421 N US HWY 1

Steady progress is being made at Phatz. The canopy for outdoor seating along the south side of the building and decorative awnings along US Hwy 1 have just been installed. Above ceiling electrical wiring and mechanical ductwork has been completed and is ready for inspection.







3160 & 3176 OLEANDER

Two eight-unit apartment buildings are being built on Oleander Avenue just south of Edwards Road. With the exterior nearly complete, framing, electrical wiring, plumbing, mechanical ductwork and fire sprinkler piping is currently being installed in the interior of the units.

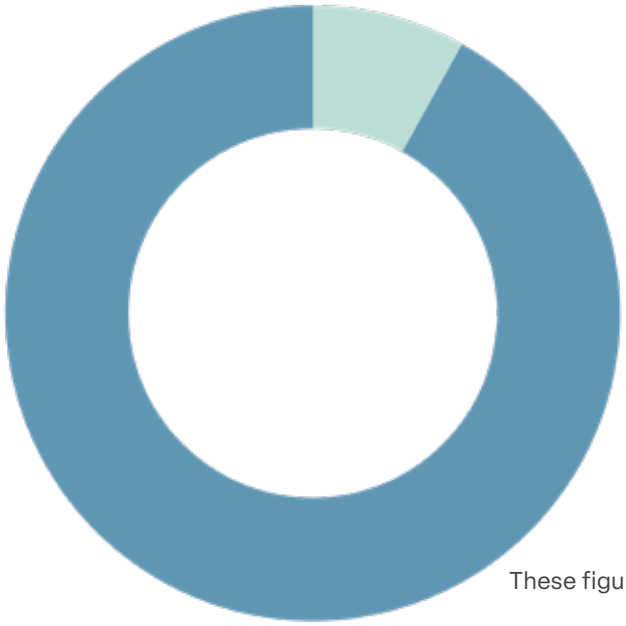


7325 PRUITT RESEARCH

Construction has started at Thermo King for their truck maintenance and office building. These pictures were taken during the fill cell and tie beam inspections. A tie beam is a horizontal member that connects two vertical members like walls and columns to prevent them from separating. A fill cell inspection allows the inspector to verify the placement of rebar within the hollow cells of the blocks of concrete, before the cells are filled with concrete or grout.



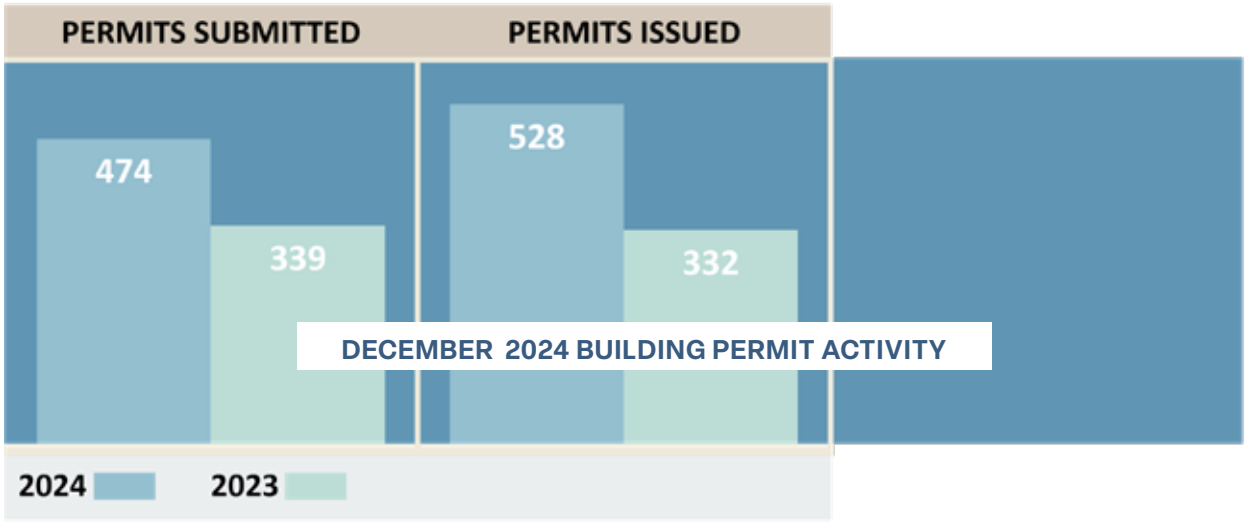


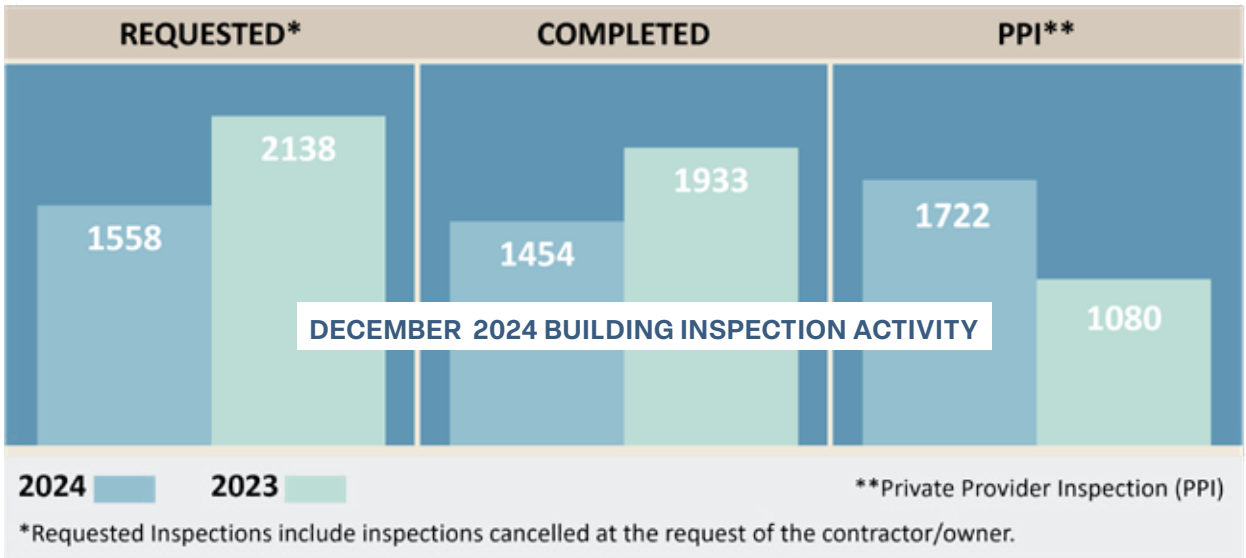


DECEMBER 2024 NEW CONSTRUCTION VALUES

$837,465	NEW SITEWORK PERMITS
$9,526,127	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in December 2024 for New Construction







FPPD Leads the MLK Parade

The Fort Pierce Police Department once again led the City of Fort Pierce's annual Martin Luther King Jr. Grand Parade. This parade has been held in Fort Pierce for 36 years and starts at Avenue I and marches down to Quincy Avenue. This year 37 schools and about 25 floats participated.



Indian Hills Golf Course

We had an excellent start to our fiscal year, but this has to be one of the worst Januaries we have seen in 30 years! If it hasn't been cold, it's been windy… ugh!

Hopefully, the last week of January and all of February will bring a change for the better and provide improved weather for all of us.

Despite the cold temperatures, our new fertigation system (the proces of delivering dissolved nutrients through irrigation) has helped us maintain our color fairly well. If we can get back to some milder days and evenings, we'll be able to grow grass again. Bermuda grass requires a combined temperature of 140 degrees to actively grow, meaning the sum of the daytime highs and nighttime lows must reach 140 or higher.

The Pickleball project has begun and is progressing nicely. We will share more updates as the project moves forward, but I've attached a couple of photos showing the early progress.

Our Indian Hills Savings Card is available to Fort Pierce residents for just $50. With this card, players will save 20% on every round for an entire year from the date of purchase.

Word of mouth is our greatest form of advertising! If you've played here and enjoyed the changes we're making, please tell a friend… or two! If there's something we can improve upon, tell us so we can keep getting better.

We sincerely thank all our members and guests for their support. Please "Like" and "Follow" us on Facebook or Instagram to see frequent updates on the golf course and our ongoing maintenance projects.



Pickleball Court Moving Dirt



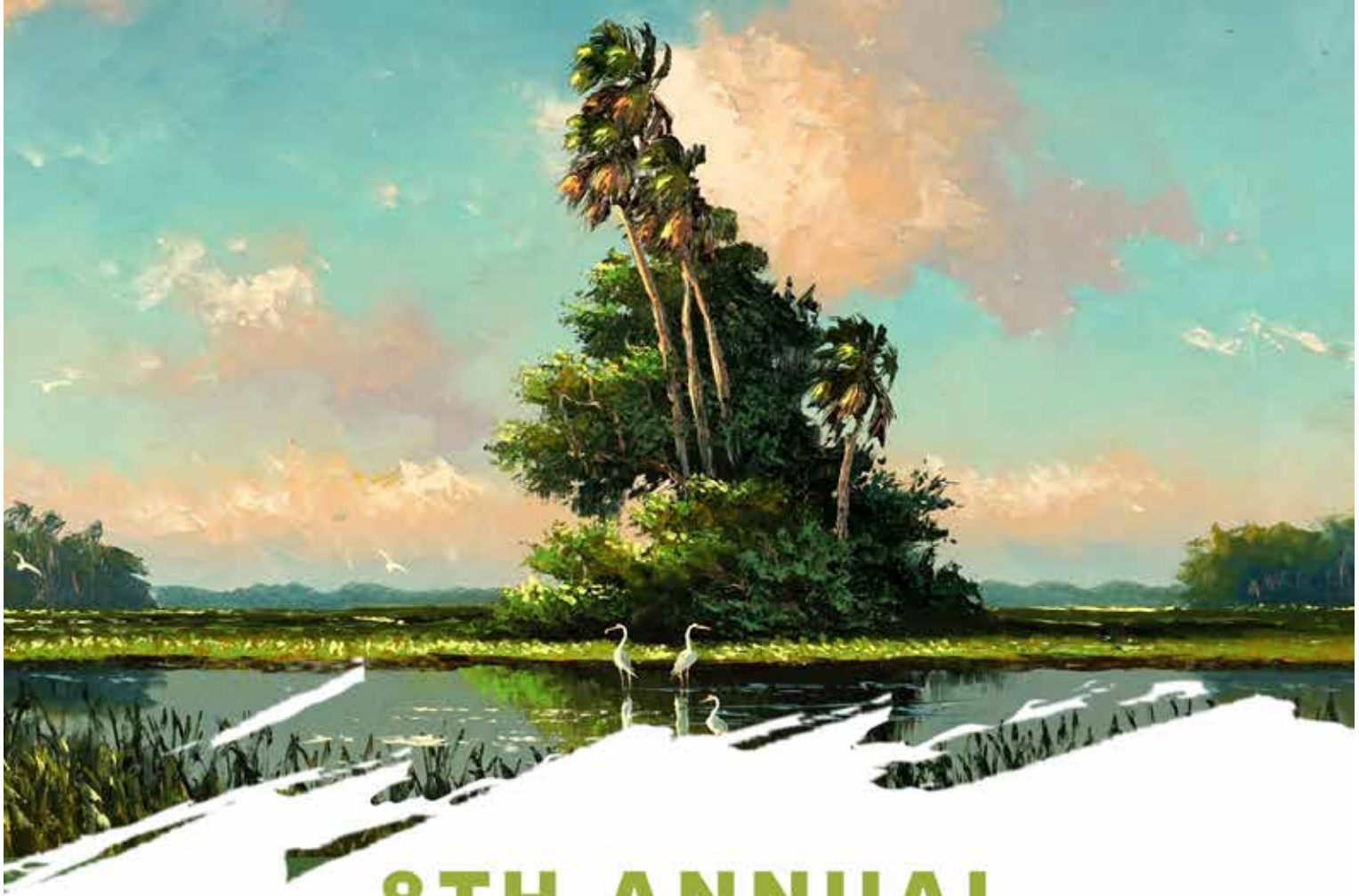
Pickleball Court Prep

	NOVEMBER 2024	DECEMBER 2024
Golf Rounds	3458	3414
Golf Fees	$98,547.86	$105,400,98
Range Tokens	$2,923.64	$2,155.58
Membership Fees	$8,335.50	$3,896.07
Food & Beverages	$10,639.85	$9,198.82
Merchandise	$7,055.04	$5,170.40
TOTAL	**$127,501.89**	**$125,821.85**



River Walk Center Sales Report - December 2024

classes	parks permits	special events	facilities
$803	$1,300	$5,255	$6,225



8TH ANNUAL

ART SHOW AND FESTIVAL

Highwaymen

HERITAGE TRAIL

SATURDAY, FEBRUARY 15, 2025
10:00 AM AT 435 N. 7TH ST.

FORT PIERCE, FL
THE SUNRISE CITY

FOR MORE INFO 772.467.3161
WWW.CITYOFFORTPIERCE.COM

Indian Hills Golf Course Site Expansion Phase 1

Phase I construction is underway which consists of four (4) Pickleball Courts, paved parking lot for 36 vehicles, pervious paver golf cart staging area, landscaping, parking lot lighting, and utility connections for future Phase II improvements. Phase II improvements include the construction of a new clubhouse and golf cart barn.

Current construction activities include earthwork and storm drainage installation. Construction completion is scheduled for May 2025.



Storm Drainage Installation

Avenue D and Means Court Public Parking Lot

The contractor anticipates submitting for building permits the last week in January. Construction materials have been ordered and construction of the proposed parking lot to commence soon after receipt of the permit.

Avenue B Reconstruction (13th Street to 8th Street)

The City continues to work with the contractor to resolve punch list items.

Comprehensive Safety Action Plan (CSAP)

A draft CSAP is underway and will be presented to stakeholders for review. An additional public meeting will be held in March to present the draft CSAP to the public for comment. The current schedule is final CSAP to be presented to the Commission in June or July of 2025.

Avenue D (US 1 to Indian River Drive)

A change order for the consultant's additional final design work will be scheduled for City Commission approval as soon as Legal Review is complete.

11th Street (Boston Avenue to Orange Avenue)

This project includes improvements to Boston Avenue from 13th Street to 10th Street and Preston Court from Boston Avenue to Delaware Avenue. The 100% design plans have been received and are under review.

Nebraska Avenue Sidewalk (Lawnwood Circle) Phase 1

The City continues to coordinate internally to meet FDOT requirements of the Transportation Alternatives Program (TAP) Grant and Local Agency Program (LAP) Certifications for the City to administer the project. Engineering received comments on the LAP Certification submittal and is coordinating with Human Resources for addressing specific concerns. The Constructability Plans and documents were submitted to FDOT on January 14, 2025.

2024 Street Resurfacing Program

The Resurfacing work for FY 2024 is complete.

Indian River Drive Corridor Improvements Project (Seaway Drive to Avenue A)

Full roadway and bridge reconstruction of Indian River Drive between Seaway Drive and Avenue A. The corridor improvements include the addition of on-street parking, curb and gutter roadway section complete with sidewalks, decorative streetlights, water/sewer/electric upgrades, bridge reconstruction over Moore's Creek, upgraded stormwater collection system, landscaping, and ADA upgrades complete with brick paver crosswalks. Final engineering plans have been received and bid documents are being prepared.

Surfside Neighborhood Roadway Improvements Phase 2

The roadway improvement project will include drainage improvements in the Surfside Park neighborhood. The streets identified for drainage improvements under this project are Melaleuca, Plover, Pelican, Walnut, Eucalyptus, Cypress, Sunset Isles, Mimosa and Jacaranda. Improvements will include valley gutters constructed on both sides of the roadway, elimination of the remaining roadside swale by regrading, driveway replacement, milling and resurfacing. Additionally, FPUA will upgrade water mains and sanitary sewers on three roadways.



CITY MARINA REVENUE REPORT

	OCTOBER	NOVEMBER	DECEMBER
Dockage Reservations	74	216	153
Monthly Dockage	$161,957.90	$170,134.93	$191,763.06
Transient Dockage	$78,366.37	$140,324.10	$143,407.50
Electricity	$5,606.58	$10,795.91	$11,210.85
Retail	$9,261.80	$14,274.44	$17,287.71
Gas Sales	$21,685.55	$44,151.27	$30,381.50
Diesel Sales	$31,431.11	$98,597.30	$67,993.59
TOTALS	**$308,309.31**	**$478,277.95**	**$462,044.21**



Calling All Aspiring Performers

This summer, the Sunrise Theatre is rolling out the red carpet for a camp like no other – where you can shine in the spotlight and create memories that will last a lifetime! Whether your child is a Broadway-bound superstar or just loves to sing and dance for fun, our Summer Theatre Camp has something for everyone. The camp provides an inclusive, safe space for children to learn about the performing arts and build their confidence.

Our amazing counselors are local theatre professionals that will guide your children to learn all aspects of theatre: singing, dancing, and acting! Campers will even help design the script and set. At the end of each session, campers will perform in front of family and friends, showcasing everything they've learned in an unforgettable show!

We will have three sessions available for registration. To register for camp, there will be a one-time $25 fee. The three sessions, the dates, and their prices are:

Dream Big! | June 2, 2025-June 6, 2025 | $125

We're All in This Together | June 16, 2025-June 20, 2025 | $125

A Person's A Person, No Matter How Small | July 14, 2025-July 25, 2025 | $250

The Sunrise Theatre Summer Camp accepts children ages 6-15. Spots are limited, so register today using the link below and return to the Sunrise Theatre Box Office by email at boxoffice@sunrisetheatre.com. Or call us during our Box Office hours at (772) 461-4775.

THE SUNRISE THEATRE PROUDLY PRESENTS

SUNRISE THEATRE CAMP 2025

AT SUNRISE THEATRE

GIVE YOUR CHILD THE BEST SUMMER, REGISTER TODAY!



3 WORKSHOPS:

DREAM BIG!
JUNE 2-6

WE'RE ALL IN THIS TOGETHER
JUNE 16-20

A PERSON'S A PERSON, NO MATTER HOW SMALL
JULY 14-25

CAMP HOURS:
M-F: 8:30 AM-4:00 PM



E: BOXOFFICE@SUNRISETHEATRE.COM

P: 772.461.4775

KEEP FORT PIERCE BEAUTIFUL

GREAT AMERICAN CLEANUP



YOUR TEAM
YOUR NEIGHBORHOOD
YOUR CLEANUP

SATURDAY, MARCH 8, 2025
8:00 AM TO 12:00 PM

REGISTER ONLINE AT
CITYOFFORTPIERCE.COM
OR CALL **772-467-3794**

SCAN ME



KEEP AMERICA BEAUTIFUL INC.

FPUA COMMUNITY PROUD

FORT PIERCE, FL · THE SUNRISE CITY ·

Keep Fort Pierce BEAUTIFUL
KEEP AMERICA BEAUTIFUL AFFILIATE

UPCOMING EVENTS

February

EVERY WED		**Green Market** Marina Square	12:00 PM-6:30 PM
EVERY SAT		**Downtown Farmers Market** Marina Square	8:00 AM-12:00 PM
EVERY SAT		**Jazz Market** Marina Square	8:00 AM-1:00 PM
[FRI]	7	**Friday Fest** Marina Square	5:30 PM-8:30 PM



www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."

Purchase Orders Between $10,000 to $50,000 Approved by the Acting City Manager from January 1, 2025 to January 31, 2025.

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
BUILDING	GFA INTERNATIONAL, INC	Emergency contracted plan review services to assis	$45,000.00	4202902-534900 CONTRACTUAL SVC/MSC CONT FEE	BUILDING
BUILDING	GFA INTERNATIONAL, INC	Emergency contracted inspection services to assist	$45,000.00	4202902-534900 CONTRACTUAL SVC/MSC CONT FEE	BUILDING
CITY ATTORNEY	TRASK DAIGNEAULT LLP	Legal Services	$10,000.00	0011400-531360 PROFESSIONAL SVC/ATTY CON	CITY ATTORNEY
CITY ATTORNEY	GRAYROBINSON, P.A.	Outside Counsel	$10,000.00	0011400-531360 PROFESSIONAL SVC/ATTY CON	CITY ATTORNEY
CITY ATTORNEY	SIVER INSURANCE CONSULTANTS	Siver Insurance Attorney consultants	$20,000.00	0016000-531900 PROFESSIONAL SVC/CONSULT FEE	CITY ATTORNEY
INFORMATION TECHNOLOGY	TYLER TECHNOLOGIES, INC.	Payments PCI and Advanced Scheduling	$11,759.25	0012500-546750 REPAIR & MAINTEN/SOFTWARE	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	HOOTSUITE INC.	Annual Renewal - Hootsuite	$12,600.61	0012500-546750 REPAIR & MAINTEN/SOFTWARE	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	CIVICPLUS	CivicPlus Annual License Renewal / App Annual	$20,318.56	0012500-546750 REPAIR & MAINTEN/SOFTWARE	INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY	DELL MARKETING, L.P.	System refresh - Finance department	$20,738.93	0016000-564100 EQUIPMENT & MACHINERY/OFFICE	ADMINISTRATIVE
INFORMATION TECHNOLOGY	CIVICPLUS	CIVICPLUS ANNUAL RENEWAL SERVICES	$33,746.81	0016000-546750 REPAIR & MAINTEN/SOFTWARE	ADMINISTRATIVE
INFORMATION TECHNOLOGY	FLAGLER TECHNOLOGIES LLC	FPPD Network Refresh	$37,766.27	0016000-564100 EQUIPMENT & MACHINERY/OFFICE	ADMINISTRATIVE
POLICE - STAFF	GL DISTRIBUTORS	Blanket Purchase Order for Body Armor	$44,458.34	1013005-552510 OPERATING SUPPLIES/MILITARY	POLICE GRANT FUND
PW - STREETS AND DRAINAGE	SUNBELT RENTALS, INC.	MISC STREETS EQUIPMENT RENTALS FY 25	$10,000.00	0014006-544100 RENTALS & LEASES/EQUIP RENT	PW - STREETS AND DRAINAGE
SUNRISE THEATRE	SOUTH FLORIDA CAREFREE	Catering for Artists Requirements	$15,000.00	4064600-540430 TRAVEL & PER DIEM/FOOD	SUNRISE THEATRE
SUNRISE THEATRE	JACK HAMMER LIVE AUDIO INC.	Audio system rental	$50,000.00	4064600-534900 CONTRACTUAL SVC/MSC CONT FEE	SUNRISE THEATRE
SUNRISE THEATRE	COMPLETE PRODUCTION RESOURCES	THEATRICAL LIGHTING	$50,000.00	4064600-544130 RENTALS & LEASES/LIGHTING	SUNRISE THEATRE