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

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, February 18, 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**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from February 03, 2025 Regular Meeting.

   b. Approval of the Minutes from the February 05, 2025 Special Meeting.

6. **PROCLAMATIONS**

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**

a. Update on Kings Landing

11. **CONSENT AGENDA**

a. Approval to increase Purchase Order No. 250015 with Sunbelt Hydraulics & Equipment, Pompano Beach, FL, to provide parts and repairs for Solid Waste refuse trucks in an amount not exceeding $100,000.00.

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, in an amount not exceeding $266,048.00.

c. Approval of a Professional Services Agreement with Cross Spectrum Acoustics, Inc., to serve as the Acoustic Consultant to conduct a noise analysis and identify noise contours in specified areas of the City.

d. Approval of emergency expenditure to Johnson-Davis, Inc. for Fairway Drive Emergency Drainage Repairs between Grandview Boulevard and Trinidad Avenue in the amount not to exceed $726,030.00.

e. Approve piggybacking Fort Pierce Utilities Authority Bid No. 2018-41 - Security Guard Services in an amount not to exceed $140,000.00.

f. Approval of expenditure to purchase 244 Motorola N70 handheld radios, including all related accessories, programming, and a seven-year repair/replacement plan for damaged or broken units, for a cost not to exceed $2,675,982.08, based on NASPO Contract 19860 - NASPO 00318.170.

12. **PUBLIC HEARINGS**

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

a. Quasi-Judicial Hearing - Ordinance 25-013: Review and approval of an amendment to the City's Zoning Atlas to rezone six (6) parcels generally located on Energy Lane and containing approximately 108.78-acres from Light Industrial (I-1) to Planned Development (PD). FIRST READING.

b. Legislative Hearing - Ordinance ORD 25-006 Establishing the Symphony Lakes Community Development District. FIRST READING

c. Legislative Hearing - Ordinance 25-012 - Review and approval for a Voluntary Annexation by applicant Transamerica Construction Company and Culpepper & Terpening, Inc, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near the intersection of South Market Ave and Oleander Avenue; Parcel ID: 2434-601-0062-000-6. - FIRST READING

d. Legislative Hearing - Ordinance 25-015 - An Ordinance amending the City's Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference. FIRST READING

13. **CITY COMMISSION**

a. Resolution 25-13 Appointing Betty Bradwell to the Housing Authority to fill the resident position and Appointing Brandon Nobile to fill the unexpired at-large position.

b. Resolution 25-R14 approving the First Addendum to the Lease Agreement for the Little Jim Property to allow for month-to-month occupancy and operation by the Lessee upon expiration of the Lease Agreement.

c. Resolution 25-R15 expressing support for Project Knight Rider as a Qualified Economic Development Ad Valorem Tax Exemption applicant.

d. Resolution 25-R16 Appointing Ivel Sierra to the City of Fort Pierce Planning Board as Commissioner Taylor's appointee.

e. Resolution 25-R17 Appointing Jacob Vinson to the City of Fort Pierce Historic Preservation Board as Commissioner Taylor's appointee.

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**

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: 02/18/2025

Re: Approval of Minutes from February 03, 2025 Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from February 03, 2025 Regular Meeting.

Attachments

02.03.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 02/07/2025 11:50 AM

Final Approval Date: 02/07/2025

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 MONDAY, FEBRUARY 03, 2025.

1. CALL TO ORDER

Mayor Hudson called the February 03, 2025 Regular Meeting of the City Commission to order at 5:05 P.M

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

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 Minutes from the January 13, 2025 Regular Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes of the January 13, 2025 Regular Meeting.

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

Passed

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

Motion was made by Commissioner James Taylor, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the January 16, 2025 Special Meeting.

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

Passed

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the minutes of the January 21, 2025 Regular Meeting.

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

Passed

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**

Acting City Manager, Linda Cox, requested the addition of the partnership agreement between Fort Pierce and St. Lucie County for the Highwayman Festival.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the agenda with the addition of item 13a.

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**

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Michael Jaquin

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.

Commissioner Broderick pulled item 11b

Commissioner Johnson pulled item 11d

Mayor Hudson pulled item 11e.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner James Taylor to approve items 11a and 11c of the Consent Agenda.

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

Passed

As to item 11b

Commissioner Taylor recused himself due to a conflict of interest.

Commissioner Broderick inquired on the flood mitigation plan.

Paul Thomas, Building Department Director, explained the flood mitigation plan and its importance.

Commissioner Broderick inquired on what is included in the mitigation plan for the current tenant and why the City is incurring the cost.

Mr. Thomas commented on the investigation completed by the building department, occupant load, and restrooms pertaining to the flood mitigation plan. In addition, the previous City Manager made the determination for the City to incur the cost.

The Commission inquired on the mitigation plan life span, site violation documentation, concerns about additional charges, requested moving the item to the second meeting in February, and who is responsible for what.

Mr. Thomas explained that the engineers' plans included violations, and explained the current plan.

Acting City Manager, Linda Cox, commented on the new violations on site and confirmed they are aware of them.

City Attorney, Sara Hedges, requested clarification for future tenants if modifications are allowable, and if this could be included in the RFP process,

Mr. Thomas explained that the flood mitigation plan is law and modifications would have to meet the current standards, and this should be included in the lease.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to move item 11b to the February 18, 2025 Regular Meeting.

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

Passed

As to item 11d

Commissioner Johnson expressed concerns with the interlocal agreement, design, affordability and the need for community engagement.

Shyanne Harnage, Community Redevelopment Agency Administrator, explained the adoption of the interlocal agreement and referenced the renderings and community engagement.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve item 11d of the Consent Agenda.

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

Passed

As to item 11e

Mayor Hudson requested addditonal information on the business.

Dean Kubitschek, Marina Manager, introduced Kyle Kaufman, Operations Supervisor, and Gene Kuyrkendall, owner/operator of the Tiki Taxi & Cruises.

Mr. Kuyrkendall provided background on the business and the proposed operation in Fort Pierce.

Ms. Cox requested clarification on the contract which has no fee.

Mr. Kubitschek explained that business is not being charged.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 11e of the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

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

a. Legislative Hearing - Ordinance 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

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. SECOND READING

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 25-002.

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

Passed

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

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. SECOND READING

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Ordinance No. 25-004.

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

Passed

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

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. SECOND READING

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

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve Ordinance No. 25-005.

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

Passed

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

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.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 NO. 25-010.

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

Passed

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

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. SECOND READING

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. 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. Approval of partnership agreement between St. Lucie County and the City of Fort Pierce for use of a portion of the parking lot located at 435 N. 7th Street for the Highwaymen Heritage Trail Art Show and Festival.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve the partnership agreement between St. Lucie County and the City of Fort Pierce for the Highwaymen Heritage Trail Art Show and Festival.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

Darryl Epps

Dennis Pierre

15. COMMENTS FROM THE CITY MANAGER

a. Reports

Acting City Manager, Linda Cox, commented that Pinewood Park will offer pickle ball courts, strategic planning is February 10, Special Meeting February 5th, Fire Hawks still need coaches with registration opening February 10th, the EDC with be working on the King's Landing and hotel project, The Highwaymen Festival is February 15th from 10a.m. to 3 p.m. at Moore's Creek, and Sunrise Theatre Foundation handrail installation is February 5th at 5:30 p.m.

Tina Rel, Records Coordinator - No comments

Sara Hedges - City Attorney - No comments

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.

Mayor Hudson adjourned the meeting at 6:38 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 02/18/2025

Re:

SUBJECT:

Approval of the Minutes from the February 05, 2025 Special Meeting.

Attachments

02.05.2025

Form Review

Form Started By: Latoya Ransom Started On: 02/07/2025 12:01 PM

Final Approval Date: 02/07/2025

MINUTES OF A SPECIAL 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 WEDNESDAY, FEBRUARY 05, 2025.

1. CALL TO ORDER

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

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

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5. CITY COMMISSION

a. City Manager Applicant Review and Shortlist Interview Selection.

City Attorney Hedges introduced the candidate ballot process and commented on the applicant's interview date.

Jared Sorenson, Human Resources Director, commented on the updated executive summary.

The Commission completed the ballots.

Ms. Hedges provided the applicants for interview by ballot.

Receiving four or more votes

Scrapchansky, Derek
Lawrence, William
Cox, Linda
Chess, Richard

Receiving two votes

Bulthuis, Brian
Minus II, Benjamin
Turlip, Robert

Receiving one vote

Keuroglian, Dicran
Hill, Seddrick

Dzadovsky, Chris

The Commission discussed the candidate pool, interviews, candidate travel, research on candidates, narrowing the applicants to seven and a Special Meeting on February 19th.

Ms. Hedges commented on the accommodations that can be made for out-of state applicants.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to accept the interview process for the designated applicants, five interviews will take place on February 18th and two applicants will be interviewed on February 19th, either in person or online. A Special Meeting is scheduled for February 19th at 5:05 p.m.

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

Passed

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 5:55 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **10. a.**

Meeting Date: 02/18/2025

Re:

SUBJECT:

Update on Kings Landing

Form Review

Form Started By: Linda Cox Started On: 02/11/2025 04:15 PM

Final Approval Date: 02/11/2025

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

Meeting Date: 02/18/2025

Re: Approve Change Order for PO 250015 - Sunbelt Hydraulics & Equipment

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

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SUBJECT:

Approval to increase Purchase Order No. 250015 with Sunbelt Hydraulics & Equipment, Pompano Beach, FL, to provide parts and repairs for Solid Waste refuse trucks in an amount not exceeding $100,000.00.

SUMMARY:

The Public Works Department is seeking approval to increase Purchase Order No. 250015 with Sunbelt Hydraulics & Equipment, Pompano Beach, FL, to provide parts and repairs for Solid Waste refuse trucks in an amount not exceeding $100,000.00. The current PO was originally approved for $50,000.00. Due to the extensive and necessary repairs, additional funds are needed.

RECOMMENDATION:

The Public Works Department recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 4024200546510

Amount: 100000

FISCAL IMPACT:

The funds will come from Solid Waste 4024200-546510 parts and repairs account.

Attachments

SUNBELT INVOICE

SUNBELT QUOTE

SUNBELT BILLING REC

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/04/2025 10:49 AM
City Manager	Linda Cox	02/04/2025 04:23 PM
Form Started By: Tanya White		Started On: 01/23/2025 07:57 AM
Final Approval Date: 02/04/2025		

SUNBELT WASTE EQUIPMENT
A VTE COMPANY

dba/Sunbelt Hydraulics & Equipment
Sunbelt Waste Equipment, LLC
2201 NW 22nd Street, Pompano Beach, FL 33069
Phone: 561-274-8505
www.sunbeltwaste.com

Invoice: **02W1709**
Date / Hour: 11/21/2024 10:23:18AM
Repair Order: 1709
Customer: 10026
Branch: SWE
Total Invoice: $26,847.93
Charge

PO#250015
Unit#23-053

Bill To: City of Fort Pierce
100 N. U.S. Hwy 1
Fort Pierce, FL 34950

Ship To: City of Fort Pierce
100 N Us Highway 1
Fort Pierce, FL 34950-4205
Office Phone: 772-467-3796
Email: mreals@cityoffortpierce.com

Work: 772-467-3796
Fax: 772-489-3194

Customer P/O: LAZ / RAJEE
Open Date: 11/13/2024
Completion Date: 11/20/2024
Add User: VNapolitano
Salesperson:

Unit Number: 53 **Model Year: 2023** **Make/Model: Peterbilt 520**
Type: Auto. Side Loader **VIN: 3BPDLJ0X3PF113884** **Meter: 0**

Task: 1 MISC MISC **Department: Service**

Complaint: Python Arm Replacement.
Cause: Arm Is Cracked.
Correction: Cut Out Old Mounting Bolts & Hardware, And Removed The Cracked Python Arm Assembly. Mounted & Fastened New Arm To Truck. Added Fluid & Tested For Proper Operations. All Sat.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	047-2600	BOLT, 1" X 13.5" mounting cfram 7000 shorter bol	EA	2.0	$82.98	$165.96
	047-2601	1" NUT	EA	4.0	$3.92	$15.68
	055-1391-010	Washer, Hardened Steel	EA	8.0	$1.13	$9.04
	063-0108	Switch, Prox, 18mm Sourcing, 3 pin	EA	1.0	$77.71	$77.71
	093-3420	Fen-X Python	EA	1.0	$15,650.00	$15,650.00
	FS082084	Hhcs,1-8 Unc X 7.5 Lg Gr8,Np	EA	2.0	$59.77	$119.54
	Shop Sup	Shop Supplies		1.0	$250.00	$250.00

Customer Tax ID: 85-8012621595C-2
Detail Tax Info:

Broward FL County Tax	$0.00
Florida FL State Tax	$0.00
	$0.00

64.00

Total Parts:	**$16,037.93**
Total Labor:	**$10,560.00**
Total Miscellaneous:	**$250.00**
Invoice Subtotal:	**$26,847.93**
Total Tax:	**$0.00**
Total Invoice:	**$26,847.93**

Payment Method	Terms	Due Date
Charge	Net 30	12/21/2024

Remit To:
Sunbelt Waste Equipment, LLC
2201 NW 22nd Street

Pompano Beach, FL 33069

11/21/24

This estimate is based on initial inspection only. Often times hidden damage is not visible. When additional parts or labor hours are required to complete the repair, a supplemental estimate will be provided to the customer for additional authorization. Estimates are valid for 30 days from date of creation.

Sunbelt appreciates your business, and our team is looking forward to supporting your future service parts, service, and new equipment needs.

SUNBELT WASTE EQUIPMENT
2201 NW 22ND ST
POMPANO BEACH, FL 33069-1329
561-274-8505

SUNBELT WASTE EQUIPMENT L3

Date: 11/21/2024 02:31:40 PM

CREDIT CARD SALE

VISA
CARD NUMBER: **********7413 F

TOTAL AMOUNT: $26,847.93

APPROVAL CD: 086883
RECORD #: 000
CLERK ID: FFlavien
CUST CODE: 10026
SALES TAX: $0.00
INVOICE #: 02W1709

Customer Copy

SUNBELT WASTE EQUIPMENT
2201 NW 22ND ST
POMPANO BEACH, FL 33069-1329
561-274-8505

SUNBELT WASTE EQUIPMENT L3

Date: 11/21/2024 02:31:40 PM

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SALES TAX: $0.00
INVOICE #: 02W1709

X_____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT
ACCORDING TO THE CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

Merchant Copy

SUNBELT
WASTE EQUIPMENT

Sunbelt Waste Equipment, LLC
2201 NW 22nd Street, Pompano Beach, FL 33069
Phone: 561-274-8505
www.sunbeltwaste.com

Bill To: City of Fort Pierce
52 Savannah Road
Fort Pierce, FL 34982

Ship To: City of Fort Pierce
52 Savannah Road
Fort Pierce, FL 34982

Quote #1752 Department: Service

Unit Number: 52
Body S/N: Heil – BSN: 7E7307601
Make/Model: Peterbilt/520
VIN: 3BPDLJ0X8LF105337

Complaint: Remove & Replace Python Arm

Quote Amount:
$17,847.09 – Parts (Rebuilt Python Arm With Hardware & New Grabber Set)
$10,560.00– Labor (64hrs @ $165/hr – 3 techs, 2 – 3 days)
$250.00– Total Miscellaneous (Shop Supplies: $250.00)
$0.00 – Total Core

Quote total = $28,657.09
Payment Method – Charge

Explanation:
This Quote is to Replace the Python Arm of this Truck with a Rebuilt Arm. Once the Arm has been removed, we will prep the area for the new Arm. We will then Mount, Secure, & Install the Rebuilt Arm and New Grabber Set. Once Installed & Secured, we will test for proper operations before releasing the Truck.

Disclaimer: This Quote is subject to change; if any further damage is found and repairs need to be made, we will reach out for approval before proceeding with the repairs.

SUNBELT
WASTE EQUIPMENT
A VTE COMPANY

dba/Sunbelt Hydraulics & Equipment
Sunbelt Waste Equipment, LLC
2201 NW 22nd Street, Pompano Beach, FL 33069
Phone: 561-274-8505
www.sunbeltwaste.com

CUT HERE

Please make payment to:

Sunbelt Waste Equipment, LLC
2201 NW 22nd Street
Pompano Beach, FL 33069

Account: 10026

10026

City of Fort Pierce

Sold To: City of Fort Pierce
100 N. U.S. Hwy 1
Fort Pierce, FL 34950

PO#250015

Date
1/3/2025

Document Date	Due Date	Branch	Document Number	Description	Balance
Invoice Information:					
09/05/2024	10/05/2024	SWE	02P17470	Rajee	183.47
09/12/2024	10/12/2024	SWE	02P17558	RAJEE	13,493.38
09/19/2024	10/19/2024	SWE	02P17611	RAJEE	574.45
09/19/2024	10/19/2024	SWE	02W1645	RAJEE	2,971.80
09/25/2024	10/25/2024	SWE	02P17737	RAJEE	1,575.95
09/26/2024	10/26/2024	SWE	02P17759	RAJEE	597.99
10/04/2024	11/03/2024	SWE	02P17806	rajee	3,383.16
10/07/2024	11/06/2024	SWE	02P17914	rajee	141.93
10/08/2024	11/07/2024	SWE	02P17767	RAJEE	141.74
10/09/2024	11/08/2024	SWE	02P17948	RAJEE	46.23
10/15/2024	11/14/2024	SWE	02P17930	rajee	167.68
10/21/2024	11/20/2024	SWE	02W1688	LAZ	1,138.50
10/23/2024	11/22/2024	SWE	02P18203	Rajee	799.73
10/23/2024	11/22/2024	SWE	02P18207	Rajee	3,486.70
11/04/2024	12/04/2024	SWE	02P18455	Laz	717.89
11/08/2024	12/08/2024	SWE	02P18262	Rajee	1,462.70
12/10/2024	01/09/2025	SWE	02P19189	RAJEE	1,628.22
12/20/2024	01/19/2025	SWE	02W1744.02	LAZ	9,231.28
				Total Invoices:	**41,742.80**

RECEIVED
JAN 07
By

Document Number	Amount
Invoice Information:	
02P17470	183.47
02P17558	13,493.38
02P17611	574.45
02W1645	2,971.80
02P17737	1,575.95
02P17759	597.99
02P17806	3,383.16
02P17914	141.93
02P17767	141.74
02P17948	46.23
02P17930	167.68
02W1688	1,138.50
02P18203	799.73
02P18207	3,486.70
02P18455	717.89
02P18262	1,462.70
02P19189	1,628.22
02W1744.02	9,231.28
Total Invoices:	**41,742.80**
Total Due:	**41,742.80**

Total Due: 41,742.80

Current Due	1 - 30	31 - 60	61 - 90	Over 90	Unapplied	Total Due
10,859.50	2,180.59	5,922.51	22,780.20	0.00	0.00	41,742.80

Total Due:
41,742.80

D-Disputed Invoice

CUT HERE

Please detach and return this portion with your payment

SUNBELT WASTE EQUIPMENT
2201 NW 22ND ST
POMPANO BEACH, FL 33069-1329
561-274-8505

SUNBELT WASTE EQUIPMENT L3

Date: 01/07/2025 02:05:00 PM

CREDIT CARD SALE

VISA
CARD NUMBER: **********7413 F

TOTAL AMOUNT: $41,742.80

APPROVAL CD: 006265
RECORD #: 000
CLERK ID: FFlavien
CUST CODE: 10026
SALES TAX: $0.00
INVOICE #: 02P17470-02W1744.02

Customer Copy

SUNBELT WASTE EQUIPMENT
2201 NW 22ND ST
POMPANO BEACH, FL 33069-1329
561-274-8505

SUNBELT WASTE EQUIPMENT L3

Date: 01/07/2025 02:05:00 PM

CREDIT CARD SALE

VISA
CARD NUMBER: **********7413 F

TOTAL AMOUNT: $41,742.80

APPROVAL CD: 006265
RECORD #: 000
CLERK ID: FFlavien
CUST CODE: 10026
SALES TAX: $0.00
INVOICE #: 02P17470-02W1744.02

X_____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT
ACCORDING TO THE CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

Merchant Copy

City Commission Regular Meeting **11. b.**

Meeting Date: 02/18/2025

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, in an amount not exceeding $266,048.00.

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

Attachments

Agreement - Executed by Vendor
City Attorney Memo (100424)
Form 8b

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: 02/10/2025		

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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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

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Taylor, James, A. III	Fort Picrce City Commission
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
6006 French Creek Lane St.Lucie	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
Fort Picrce	City of Fort Picrce
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
2/3/25	☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, James A. Taylor, III, hereby disclose that on February 3, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

☒ inured to the special gain or loss of Paul Jacyin & Sons Inc., which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Potential Conflict of interest pursuant to FS 286.012
Agenda item 11B - Flood proofing of Little J.M.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

2/3/25
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 8B - EFF. 11/2013
Adopted by reference in Rule 34-7.010(1)(f), F.A.C.

City Commission Regular Meeting **11. c.**

Meeting Date: 02/18/2025

Re: Approval of Professional Services Agreement for Noise, Acoustic, and Sound, RFQ No. 2023-055

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of a Professional Services Agreement with Cross Spectrum Acoustics, Inc., to serve as the Acoustic Consultant to conduct a noise analysis and identify noise contours in specified areas of the City.

SUMMARY:

During the City Commission's regular meeting on November 6, 2023, the Commission approved the initiation of contract negotiations between the City and Cross-Spectrum Acoustics, Inc. This contract will involve the development of standards for measuring and enforcing sound limits. These sound standards will be partially based on existing sound levels, which will be evaluated using noise contours. The study will include several components: a review of the City's Municipal Code, a citywide analysis of sound activity, and the establishment of objective measures for both overall sound limits and low-frequency sound limits.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Staff will proceed as directed by the Commission

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

City Manager
Planning
Code
Purchasing

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	TBD

Amount: 83314.00

OTHER INFORMATION:

N/A

Attachments

Complete Agreement - Executed by Vendor

CA Memo - RLS 24-471

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/05/2025 01:23 PM
City Manager	Linda Cox	02/05/2025 03:02 PM
Form Started By: Gelencia Carter		Started On: 02/05/2025 10:42 AM
Final Approval Date: 02/05/2025		

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Cross Spectrum Acoustics, Inc.** whose principal address is **200 North Main Street, Suite 17, East Longmeadow, MA 01028** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to Request for Qualifications No. 2023-055 ("RFQ 23-055"), the City solicited proposals for Noise, Acoustic, and Sound Consulting Services; and

WHEREAS, the City advertised RFQ 23-055 on July 28 and August 3, 2023; and

WHEREAS, Consultant submitted a qualified response to RFQ 23-055 (Exhibit "B"); and

WHEREAS, all qualified responses were reviewed by an Evaluation Committee; and

WHEREAS, pursuant to the recommendation of the Evaluation Committee, at the regularly scheduled meeting on November 6, 2023, the City Commission of the City of Fort Pierce approved the negotiations of a contract between the City and the Consultant; and

WHEREAS, the Consultant is willing and able to perform the Noise, Acoustic, and Sound Consulting Services for the City within the basic terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional Noise, Acoustic, and Sound Consulting Services for the compensation and on the terms set forth herein and in Exhibit "A" (hereinafter "Scope of Work" or "Professional Services").

Consultant represents to the City that the Professional Services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its Professional Services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without

additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of two (2) years beginning on the date first written above, with up to three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide the Professional Services consistent with and in conformity with Exhibits "A" and "B".

4. PERIOD OF SERVICE

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. Consultant shall complete all work in the timeframes delineated in Exhibits "A" and "B".

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a written Amendment, and only upon agreement by the City to the adjustment that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

5. TIME OF PERFORMANCE

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in Exhibits "A" and "B", it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, at a rate of $250 per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement. Compensation due to Consultant shall be due and payable monthly using hourly rates and task durations as specified in Exhibits "A" and "B". The Contract Price of the Agreement shall not exceed $83,314.00. Payment shall be governed by the Florida Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes, and those sections therein specifically applicable to nonconstruction contracts.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of the City before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth herein.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

Consultant 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.

A. EVIDENCE OF INSURANCE

Consultant 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 Consultant hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability 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 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.

If the insurance policies expire or terminate during the term of this Agreement Consultant 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, Consultant 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. Consultant 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.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to persons and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

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

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

City and its 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 Consultant).

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):

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

3) Automobile Liability Insurance.

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

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

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by RFQ 23-055 and this Agreement. Coverage must be provided on an Occurrence Form or, if on a Claims Made

Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against City or City's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement

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 on the Commercial General Liability

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant 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:

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in this Agreement and Exhibits "A" and "B", shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

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

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. 1, FORT PIERCE, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at their option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally

affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

21. VERIFICATION OF EMPLOYMENT STATUS; E-VERIFY

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant 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 Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant 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. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

22. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

23. NON-DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

24. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all

times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

25. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term or provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

26. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

27. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

28. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

29. MODIFICATIONS OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

30. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
CROSS SPECTRUM ACOUSTICS, INC.
200 North Main Street, Suite 17
East Longmeadow, MA 01028
Attn; Herbert Singleton, Jr.

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

With a Copy to:
Planning Director
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

31. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

32. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision, or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

33. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

Before beginning services under this Agreement, Consultant shall complete, execute and deliver the Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit C) to the City.

34. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

35. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

36. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

37. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

38. 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.

.IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Herbert Singleton Jr

Title: President

Today's Date: January 27, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2023

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 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 615-444-8859 615-444-8509 BIS, Inc. 834 Bradshaw Road Lebanon, TN 37087	CONTACT NAME: BIS, Inc. PHONE (A/C, No, Ext): 615-444-8859 FAX (A/C, No): 615-444-8509 E-MAIL ADDRESS: a_beard@comcast.net
INSURED Cross Spectrum Acoustics, LLC 200 North Main Street Suite 17 East Longmeadow, Massachusetts 01028	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company — 11000 INSURER B : Underwriters at Lloyds, London — 22416 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ✔ PRO-JECT ☐ LOC ☐ OTHER:	✔	✔	20 SBAAI6480 DV	09/29/2022	09/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✔ HIRED AUTOS ✔ NON-OWNED AUTOS ☐	✔	✔	20 SBAAI6480 DV	09/29/2022	09/29/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	✔ UMBRELLA LIAB ✔ OCCUR ✔ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✔ RETENTION $	✔	✔	20 SBAAI6480 DV	09/29/2022	09/29/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✔	20 WECAT0838	09/29/2022	09/29/2023	✔ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional liability			JUPL0105638821 121 XS 0212150-01	03/11/2023 03/11/2023	03/11/2024 03/11/2024	$2,000,000 occ./ $2,000,000 agg. $1,000,000 occ./ $2,000,000 agg.	

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

Audio/Acoustic Consultants

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sue Shrum

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NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

EXHIBIT "A"

PROJECT SCOPE OF WORK

Cross Spectrum Acoustics

Purpose: To aid the City in developing standards for measuring and enforcement of sound limits.

Baseline for Study: The sound standard is to be based, in part, on existing sound levels which will be characterized using noise contours. The study will involve the following elements.

A. Review City's Municipal Code: This review would include coordination with City staff to determine past approaches, complaint tracking processes, stakeholder concerns, comprehension of current code, difficulties with the current ordinance, and desired outcomes.

B. Conduct Citywide Analysis of Sound Activity: This task would include fieldwork to observe and measure noise levels at locations around the city. Identify various sound sources in the downtown and Special Entertainment District, as well as other parts of the city, including amplified and acoustic music, traffic, railways, mechanical equipment, crowds, and animals.

C. Establish an objective measure for overall sound and low-frequency sound limits: Discussion with stakeholders and review of precedents. Recommend objective performance standards to account for existing noise conditions and provide mitigation recommendations.

Tasks

1. Background Research ($740) – 2 weeks from Notice to Proceed (NTP).

a. Review of municipal code and coordination with city staff.
b. Research into noise control issues faced by Fort Pierce.
c. Review noise ordinances of other jurisdictions.

2. Citywide Sound Study and Assessment, Review and Analysis ($25,660) – 4 Weeks from NTP.

a. Travel to Fort Pierce to tour city, conduct spot measurements and communicate with City staff and stakeholders.

3. Noise Mapping ($29,032) – 7 weeks from NTP

a. Commence development of acoustical model for city-wide noise map.
b. Commence assessment of criteria for overall sound and low-frequency sound limits.
c. noise code review and produce memorandum summarizing code, issues, and future objectives, and approaches of other municipalities.
d. Commence analyzing measurement data and characterizing existing noise source(s).
e. Produce preliminary noise maps, validate maps against measurement data.
f. On-site collection of data and observations needed to complete noise map.

4. Objective Measures ($4,040) – 5 weeks from NTP

a. Submit draft memorandum of recommendations to eliminate ambiguity in enforcing sound level limits, setting sound and low-frequency sound limits and setting objective performance standards to account for ambient noise in sound level limits.

5. Reduction of Enforcement Ambiguity ($5,120) – 8 weeks from NTP

a. Based on preliminary noise maps, develop processes to reduce ambiguity in sound level enforcement, to produce objective limits for overall sound and low-frequency sound limits.

6. Finalize Noise Maps and Recommendations ($4,040) – 10 weeks from NTP

a. Issue memorandum of recommendations that incorporate City comments and final noise maps.

7. Mitigation Recommendations ($6,200) – 2 weeks after receipt of comments from City

a. Assess sound mitigation recommendations in coordination with City Staff.
b. Submit draft mitigation recommendations memorandum for comment 14 days after receipt of comments from draft mitigation memo.
c. Finalize memorandum of mitigation recommendations that incorporate City comments and final noise maps.

8. Meetings ($8,482) – 12 weeks from NTP

a. One in-person meeting and two virtual meetings to discuss findings with City Staff and community.

Ongoing Services: Submit progress reports, meet with City officials and/or stakeholders via video conference, additional services as requested by City.

Expenses (included in Tasks 2, 3 and 8)

a. Round trip airfare to Fort Pierce, lodging, rental vehicles, sustenance, and miscellaneous expenses for field work.

Project Budget:

The project budget for this study is **$83,314.**

This budget is based upon CSA's fully burdened labor rates ($135/hour for Associates, $160 for Senior Associates and $185/hour for Principal Associates), U.S. General Services Administration (GSA) Fiscal Year 2024 rates for per diem and lodging, and actual travel costs.

Task	Associate, $135/hr.	Principal, $185/hr.	Cost
Labor			
Review Municipal Code	--	4 hours	$740
Citywide sound analysis, incl. travel	84 hours	56 hours	$21,700
Noise mapping, incl. travel	40 hours	120 hours	$27,600
Recommendations to eliminate enforcement ambiguities	16 hours	16 hours	$5,120
Establish objective measures for sound limits	8 hours	16 hours	$4,040
Recommend objective performance standards based on ambient noise	8 hours	16 hours	$4,040
Provide mitigation recommendations	24 hours	16 hours	$6,200
Meetings (in-person and video conference)	--	40 hours	$7,400
Expenses			
Airfare for Trip 1		$700	$700
Lodging for Trip 1	$535	$535	$1,070
Rental car for Trip 1	$300	$300	$600
Per diem for Trip 1	$295	$295	$590
Parking, shipping & misc.			$1,000
Airfare for Trip 2		$400	$400
Lodging for Trip 2		$214	$214
Rental car for Trip 2		$200	$200
Per diem for Trip 2		$118	$118
Parking & misc.			$500
Airfare for Trip 3		$400	$400
Lodging for Trip 3		$214	$214
Rental car for Trip 3		$200	$200
Per diem for Trip 3		$118	$118
Parking & misc.			$150
			$1082.00
Total			**$83,314.00**

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

# of Calendar Days after NTP	Task
14 days (2 weeks)	Begin review of municipal code and coordination with city staff Begin research into noise control issues faced by Fort Pierce Begin review of noise ordinances of other jurisdictions
28 days (4 weeks)	Travel to Fort Pierce to tour city, conduct spot measurements and communicate with City staff and stakeholders. Start developing acoustical model for city-wide noise map Start assessment of criteria for overall sound and low-frequency sound limits
35 days (5 weeks)	Complete noise code review and produce memorandum summarizing code, issues, and future objectives, and approaches of other municipalities. Start analyzing measurement data and characterizing existing noise sources
49 days (7 Weeks)	Produce preliminary noise maps, validate maps against measurement data Travel to Fort Pierce to collect additional data and observations needed to complete noise map
56 days (8 weeks)	Based on preliminary noise maps, develop processes to reduce ambiguity in sound level enforcement, to produce objective limits for overall sound and low-frequency sound limits, and
70 days (10 weeks)	Finalize noise maps. Submit draft memorandum of recommendations to eliminate ambiguity in enforcing sound level limits, setting sound and low-frequency sound limits and setting objective performance standards to account for ambient noise in sound level limits.
14 days after receipt of comments from draft memo	Finalize memorandum of recommendations that incorporate City comments and final noise maps.
84 days (12 weeks)	Assess sound mitigation recommendations in coordination with City Staff.
91 days (13 weeks)	Submit draft mitigation recommendations memorandum for comment.
14 days after receipt of comments from draft mitigation memo	Finalize memorandum of mitigation recommendations that incorporate City comments and final noise maps.
TBD	Present findings to City and/or Public at in-person meeting
Ongoing	Submit progress reports, meet with City officials and/or stakeholders via video conference, additional services requested by City.

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

EXHIBIT "B"

Consultant's Response to RFQ 23-055

Noise, Acoustic, and Sound Consulting Services

August 28, 2023

RFQ No. 2023-055

Submitted to:

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

Prepared by:

Cross•Spectrum Acoustics

200 North Main Street, Suite 17
East Longmeadow, MA 01028
T/F (413) 315-5770

Contact: Herbert Singleton Jr., INCE Bd. Cert.
hsingleton@csacoustics.com

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EXECUTIVE SUMMARY

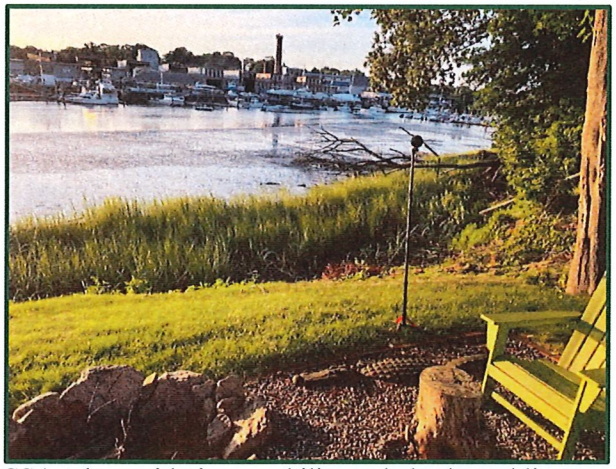
Cross-Spectrum Acoustics Inc. (CSA) is pleased to submit this proposal to the City of Fort Pierce, FL in response to the Request for Qualifications (RFQ) for Noise, Acoustic, and Sound Consulting Services.

CSA is a full-service noise and vibration consulting firm. Our consultants have over 190 years of combined experience in the noise and vibration field, with specialties in:

- Community, and recreational noise
- Industrial, and energy noise
- Transportation noise and vibration
- Architectural acoustics
- Noise and vibration measurement systems

Based in Massachusetts, Utah, and California, we offer our services nationwide. CSA consultants are active members of the acoustics community:

- Institute of Noise Control Engineering
- Acoustical Society of America
- National Council of Acoustical Consultants
- Transportation Research Board



CSA takes pride in our ability to help the public understand complex issues related to noise in a simple and straightforward manner. Our staff have represented municipal, state and federal clients in public meetings for projects across the country. We have also provided litigation support and expert witness testimony on behalf of our clients.

Another CSA hallmark is our belief that high-quality work does not need a high price tag. We are diligent in keeping our costs low in order to offer rates that provide maximum value to our clients. We also collaborate with our clients to offer cost-effective solutions to their acoustical problems.

CSA has a total staff of 15 employees including 11 technical consultants. Our staff includes five registered Professional Engineers, three Institute of Noise Control Engineering (INCE) board certified members, and one PhD.

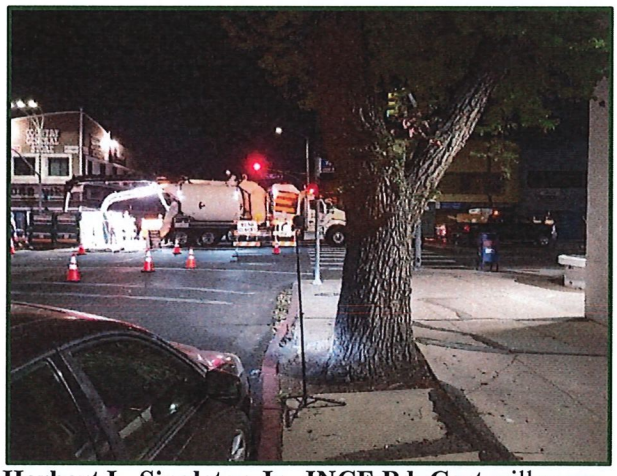
CSA has experience on a wide variety of community noise projects having analyzed noise from a variety of community noise sources including from summer camps, performance venues, gun ranges, motorsports, sports fields and other recreational sources. CSA staff also have experience analysis noise from urban sources such as rooftop HVAC equipment, construction, industrial processes, and commercial facilities. We have performed short-term and long-term outdoor measurements under a variety of conditions to accurately characterize noise levels ins a project area.



Our firm has extensive measurement and modeling capabilities. We use off-the-shelf and customized computer models and reference literature to predict future sound levels and to recommend appropriate mitigation measures. We can conduct noise and vibration measurements of community noise sources to determine their impact on residences, learning spaces, office environments, and medical facilities. We can assess sleep disturbance, speech intelligibility, sound isolation between spaces, and structure-borne noise caused by MEP sources. We can measure acoustical parameters such as reverberation time (T60), field sound transmission class (STC) and speech transmission index (STI) to help resolve interior acoustical problems. We use the industry-standard EASE and

INSUL computer models as well as reference literature to assess the performance of structural elements, to model interior noise levels and to recommend appropriate mitigation measures.

Finally, CSA conducts transportation noise evaluations of all types including screening assessments, noise impact studies, preliminary and final noise barrier design, and special studies. Services provided by CSA include rail and roadway noise measurements, transportation noise modeling using Federal Highway Administration (FHWA) Traffic Noise Model (TNM) or Federal Transit Administration (FTA) Guidance Manual processes, noise abatement design, National Environmental Policy Act and state-specific documentation, and public outreach. CSA staff members have performed transportation noise studies of all levels of complexity throughout the United States for clients in Florida, California, Texas, Massachusetts, New York, Minnesota, Oklahoma, Arizona, Georgia, Washington, Nevada, Utah, and many other states. CSA staff are authors of the FTA and Federal Railroad Administration (FRA) Guidance Manuals and the FHWA Noise Measurement Handbook.



Herbert L. Singleton Jr., INCE Bd. Cert will serve as Project Manager. Mr. Singleton has over 25 years of acoustical engineering experience, is INCE Board Certified, and is President and a co-founder at CSA. His specialties include acoustical measurements and modeling. He has applied these skills to sound and vibration analyses for community, transportation, construction, entertainment and architectural projects. He will be supported by **Timothy Johnson** and **David Towers, P.E., INCE Bd. Cert.** who bring noise mapping, transit, and construction noise expertise to the team. All three principals have experience supporting government clients, including litigation support, code enforcement and code review.



CSA is a corporation headquartered in Massachusetts and with pending registration as a foreign corporation in Florida (application and fee submitted on August 19, 2023). We have offices in Massachusetts, Utah, and California and we offer our services nationwide. CSA has received Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE) certifications from over 20 states including Florida.

CSA intends to conduct most of the scope of work from our Massachusetts offices with support from our California and Utah office as-needed. CSA uses Microsoft Teams for conference calls and meetings which allows for video conferencing and screen-sharing and has a corporate file transfer site to handle large files.

As President of CSA, Mr. Singleton is authorized to negotiate on behalf of the company for this work. This proposal represents a binding offer for 120 days from the submittal date of August 28, 2023.



Cross·Spectrum Acoustics

CSA Office Locations

Massachusetts:

Headquarters
200 North Main Street, Suite 17
East Longmeadow, MA 01028
T (413) 315-5770
F (413) 315-5770
W: www.csacoustics.com

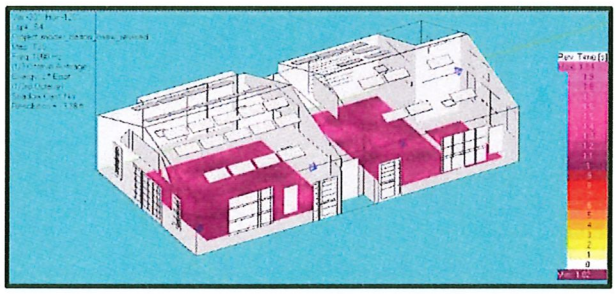
Boston-area Branch
1500 District Avenue, Suite 1048
Burlington, MA 01803
T (781) 591-3500

Utah:

Salt Lake City Branch
699 E. South Temple, Suite 201B
Salt Lake City, UT 84102
T (801) 997-8600

California:

Southern California Branch
400 Corporate Pointe, Suite 300
Culver City, CA 90230
T (213) 330-0480



As described in this proposal, CSA is able to perform the tasks identified in the RFQ and provide quality services to the City of Fort Pierce. We have experience in reviewing, developing, and enforcing noise limits for entertainment, transportation, commercial and construction sources. We have experience with regulating and mitigating noise from entertainment venues and will apply those lessons to Fort Pierce. CSA has the technical capability to measure and model noise citywide or by neighborhood to assess existing noise, predict future levels and assess "hotspots".

This proposal details tasks to conduct a citywide assessment of existing noise levels to develop noise contours for the downtown, Special Entertainment District, and other areas. This proposal includes the tasks for the full scope as provided in the RFP, as well as discussions to reduce scope and cost. The full scope includes:

- Travel to Fort Pierce to coordinate with City staff, assess existing noise sources, and collect data for use in noise contour mapping efforts.
- Develop a noise map of downtown area, the Special Entertainment District, and other areas for use in quantifying existing noise conditions.
- Develop recommendations to eliminate ambiguity in enforcing sound level limits through discussion with City staff, research of efforts in Fort Pierce and other jurisdictions, and application of our experience.
- Develop objective processes for determining limit for overall sound level and low-frequency (bass) sound levels, again based on experience in the City and other jurisdictions, our own experience, and discussions with stakeholders.
- Develop recommendations for objective standards that account for ambient noise in Fort Pierce based on our experience developing relative noise standards (i.e., compared to ambient levels) for the Federal Transit Administration.
- Provide recommendations for sound insulation or other sound mitigation strategies for residential and commercial land-uses, based on precedents, experience, and acoustical best-practices.
- Additional services as requested by the City.

The total estimated cost for this study is **$83,314**.

1. EXPERIENCE AND QUALIFICATIONS

Cross-Spectrum Acoustics, Inc. was formed in 2011 and has been providing acoustical consulting services for 12 years. In that time, CSA has worked with state and Federal agencies, local municipalities, businesses and communities to address noise control services from a variety of sources. Project work on municipal projects has included assessments of noise from breweries, live music venues, animal daycare/boarding facilities, outdoor and indoor firing ranges, race tracks, outdoor sport facilities, equipment storage yards, small unmanned aerial vehicles and lakeside summer camps. We also have experience recommending and designing mitigation measures for various community noise projects including band sheds, sound insulation improvements, noise source time limits, barriers, mufflers, enclosures and shrouds.

CSA has performed analyses of speech intelligibly, sound isolation between spaces, and structure-borne noise caused by mechanical and loudspeaker sources. We can measure acoustical parameters such as reverberation time (T60), field sound transmission class (STC) and speech transmission index (STI) to help resolve interior acoustical problems. We use customized computer models such as SoundPLAN (outdoor sound level prediction software) and INSUL (soundproofing prediction software) and reference literature to predict future sound levels and to recommend appropriate mitigation measures.

CSA staff have a wealth of experience measuring and modeling noise levels from a variety of urban sources. City-wide and community noise modeling efforts have been undertaken on numerous projects. Three-dimensional acoustical models are typically developed to predict noise levels from new sources, show noise contours through neighborhoods, and develop mitigation measures.

Cross-Spectrum Acoustics, Inc. is a small business with 15 professionals working across all of our locations. The firm workforce is made up of 12 consulting professionals (including the two owners), two administrative staff and one technician. Our technical staff include three Principals holding Board Certification from the Institute of Noise Control Engineering (INCE), five staff holding Professional Engineering licenses across 11 states (including one Principal with a Florida PE), and four staff holding advance degrees (including one doctorate). Staff experiences encompass assessments, acoustical design, training, expert witness testimony, and public presentations.

Because we work to keep our costs low, our rates are extremely competitive with peer firms. We work closely with clients to ensure that project objectives are met on time, and on budget with cost-effective solutions.

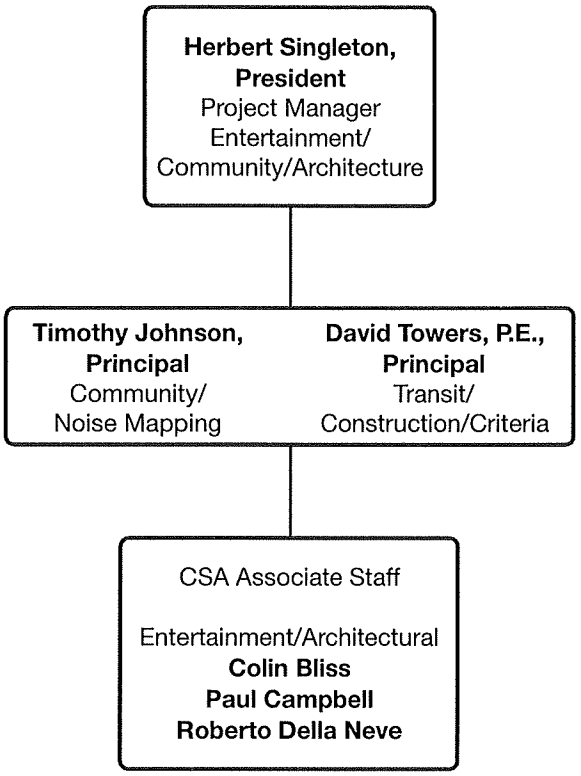


CSA works to make our business sustainable. When possible, we adopt paperless workflows and recycle to reduce paper waste. Outdated electronic equipment is repurposed, and batteries are recycled to reduce e-waste. Staff use public transit on work trips or carpool if tasks allow.

We propose three highly qualified individuals to manage and support this effort. **Herbert L. Singleton Jr., INCE Bd. Cert** will serve as Project Manager. He will be supported by **Timothy Johnson** and **David Towers, P.E., INCE Bd. Cert.** who bring noise mapping, transit, and construction noise expertise to the team. All three principals have experience supporting government clients, including litigation support, code enforcement and code review.

The majority of the work will be conducted from our Massachusetts offices. This section includes sample projects with references for each key staff member. Full resumes including education and licensure are provided at the end of this section. Key members will not be removed or reassigned from this contract without prior approval of the City.

We do not anticipate the use of subcontractors for this work. Key staff for this effort are shown in the organizational chart below. Qualifications for the three Principals that will lead this effort are provide in Section 1.1.



1.1. CSA KEY STAFF RESUMES

Herbert L. Singleton Jr, INCE Bd. Cert. – President

Mr. Singleton will serve as Project Manager for this contract as well as community noise, entertainment noise, architectural acoustics expert.

As co-founder of Cross-Spectrum Acoustics Inc., Mr. Singleton has over 25 years of acoustical engineering experience. His specialties include acoustical measurements and modeling of a variety of noise sources. He has applied these skills to sound and vibration analyses for community, transportation, construction, and architectural projects. Mr. Singleton conducts field survey measurements and environmental assessments for private firms and public agencies across the United States.

Mr. Singleton is familiar with a broad range of sound and vibration measurement tools as well as noise modeling software and algorithms. He has a wealth of experience with a broad range of sound and vibration measurement tools including sound level meters, unattended monitoring hardware and digital acquisition systems. His expertise lies in the measurement of acoustical conditions and the prediction of future sound and vibration levels in outdoor and indoor environments. He applies his knowledge of signal processing tools and data analysis techniques to solve problems at minimal cost.

Mr. Singleton has instructed clients from public and private firms in the use of sound and vibration measurement tools for environmental assessments. He has worked with agencies and municipalities to develop, implement and enforce noise standards. Furthermore, he has presented project results to the lay public via public meetings and workshops. Mr. Singleton has also testified as an expert in civil and criminal proceedings in six states.

Mr. Singleton actively participates in professional organizations. He is currently a member of the Institute of Noise Control Engineering Certification Board. He contributes to working groups in the development of acoustical standards and guidelines and has held organizational roles in acoustical associations and conferences.

Employment History:

Cross-Spectrum Acoustics, Inc.
2011 to Present, Principal
Cross- Spectrum Labs
2003 to 2011, Principal
Harris Miller Miller & Hanson Inc.
1995 to 2003 Consultant/Senior Consultant

Education:

B.S. Mechanical Engineering, Massachusetts Institute of Technology, Cambridge, MA – 1995
MSc coursework, Audio Acoustics, University of Salford, Salford, U.K. – 2001-2004

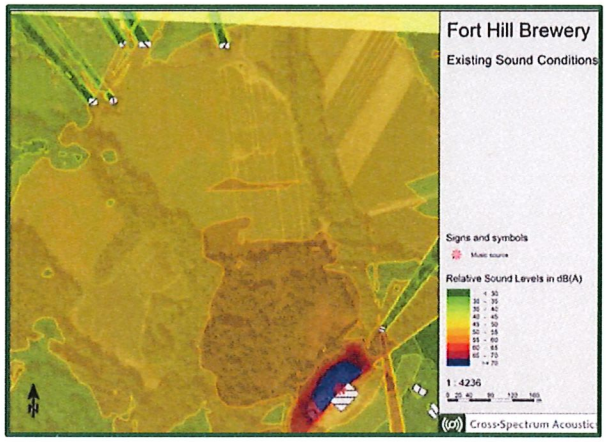
Registrations and Affiliations:

Professional Engineer, GA #PE037731;
MA #46867;
CO #PE.0056123;
MN #56348
Board Certified Member, Institute of Noise Control Engineering
Member, Acoustical Society of America
Member, National Council of Acoustical Consultants

Mr. Singleton Featured Projects

Fort Hill Brewery Noise Assessment, Easthampton, MA

Mr. Singleton assessed noise levels from an existing outdoor live music stage. Live music from evening events were generating complaints from neighbors up to a half mile away from the stage. Mr. Singleton worked with the brewery to design a band shell to redirect live music emissions away from sensitive receptors, which would result in a noise reduction of up to 20 decibels at certain locations. Noise contours of future noise levels were presented to Town representatives as part of the permitting process. Mr. Singleton also designed and oversaw a live demonstration of the predicted noise reduction so that town officials and residents could experience the reductions first-hand.



Run and Gun Ranch Noise Assessment, Norfolk, MA

Cross-Spectrum Acoustics was retained by a community group to assess noise from a Cowboy Mounted Shooting range that was disrupting a residential neighborhood. Mr. Singleton supervised measurements of shooting range activities, documented noise ordinance exceedances, and provided expert witness testimony in support of the community group in litigation.

Aviation Cooperative Research Project 02-51, Boston, MA

Mr. Singleton worked with a team of architects, engineers and consultants, examined various methods for determining the sound insulation performance of residential structures. The purpose of ACRP 02-51 was to assess various sound insulation measurement methods to compare the effectiveness of each method and establish inaccuracies that might be inherent to a specific technique. Mr. Singleton contributed to a guidance manual that aids residential sound insulation programs in selecting efficient and accurate measurement procedures.



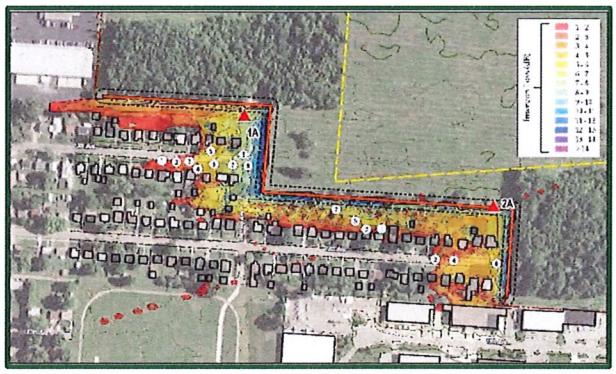
Representative Projects

- Turn it Down!, Branford MA, Brewery Live Event Noise Assessment
- Palmer Motorsports Park, Palmer MA, Race Track Noise Compliance Measurements and Expert Witness Testimony,
- Milestone Estates Condominium Association, Chelmsford, MA, Dog Kennel Noise Review and Public Meeting Testimony,
- Vermont Department of Public Safety, Deerfield VT, Deerfield Wind Farm Noise Compliance Measurements
- RB Enterprises, Palmer, MA, Gravel Pit Noise Assessment and Expert Witness Testimony
- Attorney Greil Roberts, Newington CT, Cyclone Dust Collector Noise Assessment,
- No Asphalt Defense Fund, Sheffield, CT, Gravel Pit Noise Assessment and Expert Witness Testimony
- Outdoor Shooting Range Noise Measurements and Expert Witness Testimony, Whispering Pines Campground, Newton NH
- F.L. Roberts Inc., Springfield, MA, Noise Measurements and Analyses for Proposed Car Washes,
- Chelmsford Housing Authority, Chelmsford, MA, Public Housing Chiller Noise Analysis and Mitigation Design

Timothy M. Johnson – Principal Associate

Timothy Johnson has 21 years of experience in environmental and community noise and vibration. His experience includes extensive acoustical measurements and noise and vibration modeling. He has managed studies for all types of acoustical projects throughout the country including transportation sources, wind and solar projects, racetracks, industrial and commercial facilities, architectural, and performance spaces. He is well versed in all the procedures and methodology for assessing and modeling noise and vibration from rail transit systems used by the U.S. Federal Transit Administration and Federal Railroad Administration. He has presented at numerous public meetings and conferences across the country.

Mr. Johnson specializes in noise measurements, analyses, and modeling. He has developed 3-dimensional models in urban and rural environments to predict noise levels, map noise propagation, and design mitigation measures.



Mr. Johnson's acoustical modeling and computer program experience includes: SoundPLAN computer modeling for numerous types of environmental noise mapping projects; Noise and vibration modeling methodology in FTA "Transit Noise and Vibration Impact Assessment" and FRA "High-Speed Ground Transportation Noise and Vibration Impact Assessment" guidance manuals; FHWA Traffic Noise Model (TNM) highway noise modeling and noise barrier design; Building floor vibration modeling using FloorVibe program and AISC Steel Design Guide 11: Vibrations of Steel-Framed Structural Systems Due to Human Activity (2nd Ed.); EASE room acoustics modeling; and INSUL modeling to predict the sound insulation performance of building walls, floors, and ceilings. Drafting and mapping software experience includes AutoCAD and ESRI ArcGIS.

Employment History:

Cross-Spectrum Acoustics, Inc.
2021 to Present, Principal Associate
Wilson Ihrig
2015 to 2021, Senior Consultant
Harris Miller Miller & Hanson Inc.
2005 to 2015, Consultant/Senior Consultant
Boyce Nemec Designs
2002 to 2005, Audiovisual Consultant

Education:

B.S. Mechanical Engineering with Acoustics Concentration, University of Hartford, CT – 2002

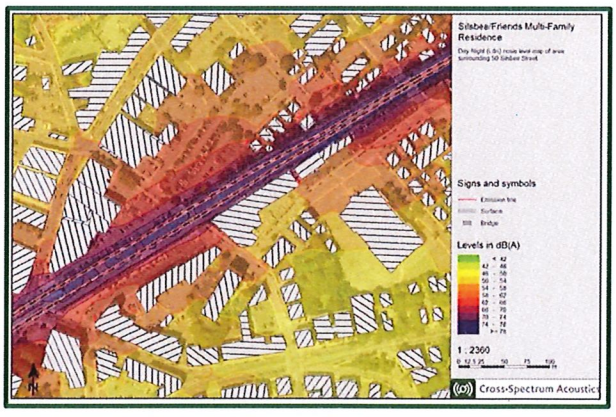
Registrations and Affiliations:

Registered Engineer in Training, MA
Institute of Noise Control Engineering
Acoustical Society of America, Member

Mr. Johnson Featured Projects

CMH Airport 13th Avenue Noise Wall/Berm Design Study, Columbus, OH

Mr. Johnson conducted an acoustical study and community noise mapping for CMH airport for the design of noise mitigation due to relocating a runway. The model incorporated aircraft takeoff noise on the relocated runway as it propagated through the adjacent neighborhood. A noise wall/berm combination modeled and designed to provide significant noise reduction in the neighborhood.



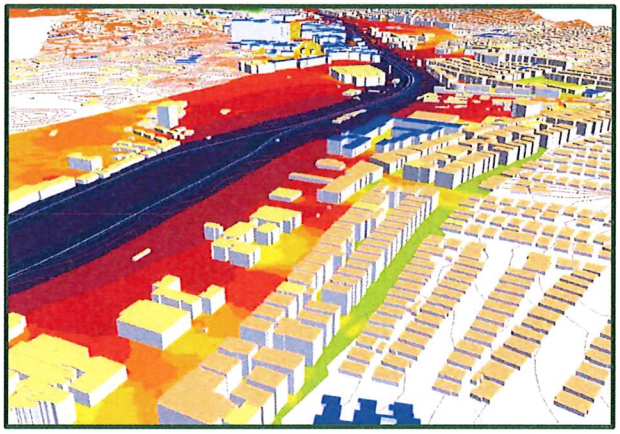
Cooper Park Race Track Noise Study, Columbus, OH

Mr. Johnson conducted a noise study and acoustical modeling for a planned race track in the city of Columbus, OH. An acoustical model was constructed

which incorporated the planned track and associated buildings, city roads and highways, surrounding neighborhoods, and terrain features. Noise mitigation measures were analyzed and modeled to show compliance with relevant criteria.

Solar Station Noise Studies, Warren/Turner/Buxton, ME

Mr. Johnson conducted noise studies and 3-dimensional noise modeling for multiple planned solar stations in Maine. Noise maps and noise contours were produced that showed predicted sound levels throughout large community areas from the development of the projects.



Representative Projects

- Witham Field Airport, Stuart, FL, Community Noise Measurements
- Tweed New Haven Airport Noise Barrier Feasibility Study, New Haven, CT, City Acoustical Modeling & Noise Contours
- General Mitchell International Airport Noise Barrier Study, Milwaukee, WI, City Acoustical Modeling & Noise Contours
- Los Angeles International Airport Ground Run-up Enclosure EA, Los Angeles, CA, City Acoustical Modeling & Noise Contours
- Orange County Tactical Training Range Noise Study, Orange County, NY, Community Noise Mapping
- Weymouth High School Wind Turbine Feasibility Noise Study, Weymouth, MA, Community Noise Mapping
- Calcium Carbonate Plant Noise Control, Florence, VT, Acoustical Modeling & Community Noise Contours
- Playa Grande Noise Barrier Study, Playa Grande, Dominican Republic, Acoustical Modeling & Noise Contours
- Baltimore Grand Prix Noise Study, Baltimore, MD, Acoustical Modeling & City Noise Contours
- Shenandoah Speedway Noise Study and Abatement Analysis, Shenandoah, VA, Acoustical Modeling & Community Noise Contours
- The Perelman at World Trade Center, New York, NY, Ground-borne Noise Assessment & Design
- South Florida Regional Transportation Authority (SFRTA) Tri-Rail Northern Layover/Maintenance Facility Environmental Assessment, West Palm Beach, FL, Noise & Vibration Assessment
- South Florida Regional Transportation Authority (SFRTA) Tri-Rail Existing Layover Facility Noise Study, West Palm Beach, FL, Noise Study
- Central Broward East-West Transit Study, Fort Lauderdale, FL, Noise & Vibration Assessment
- Miami Performing Arts Center (PAC), Miami, Florida, Audiovisual Design
- Schermerhorn Symphony Center, Nashville, TN, Audiovisual Design



David A. Towers, P.E., INCE Bd. Cert. – Principal Associate

Mr. Towers will serve as our Transit and Construction Noise Expert.

With over 45 years of experience as an acoustical consultant, David Towers has worked on projects in a variety of areas including environmental, industrial, and architectural noise and vibration control. He specializes in noise and vibration control for rail transportation systems and for construction projects. His activities in these fields have included measurements, acoustical design and specification, environmental assessments, and noise and vibration control development.

Mr. Towers has participated in a wide range of construction noise and vibration control projects in the U.S. including noise and vibration monitoring, environmental assessments, specification development and mitigation design. In these activities, he has provided consulting services to engineers, developers and planners, and to transportation agencies and public works agencies.



In addition, Mr. Towers has a wide range of rail transportation experience in the U.S. and abroad including noise control for vehicles and facilities, compliance tests, environmental assessments, construction noise and vibration control and community measurement programs. He is a co-author of two U.S. transportation agency guidance documents on noise and vibration impact assessment, including the Federal Transit Administration manual for transit projects and the Federal Railroad Administration manual for high-speed ground transportation projects.

Employment History:

Cross-Spectrum Acoustics, Inc.
2015 to Present, Principal
Harris Miller Miller & Hanson Inc.
1986 to 2015 Senior Consultant/Principal Consultant/Principal Engineer
Bolt Beranek and Newman Inc
1974-1986 Consultant/Senior Consultant
Bechtel Power Corporation
1973-1974 Assistant Engineer

Education:

M.S. Mechanical Engineering, Purdue University, West Lafayette, IN – 1973
B.S. Mechanical Engineering, Columbia University, New York, NY – 1972
B.A., Queens College (City University of New York), New York, NY – 1972

Registrations and Affiliations:

Professional Engineer, CA #M18912;
FL #PE26696;
MA #29317;
NY #067116-01;
NC #043050;

Fellow and Board Certified Member, Institute of Noise Control Engineering
Member, International Committee for the International Workshop on Railway Noise (IWRN)

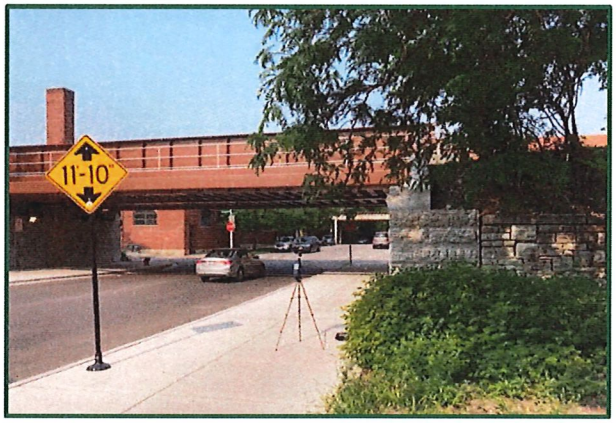
Mr. Towers Featured Projects

DART Cotton Belt Corridor

Detailed noise and vibration analyses were conducted as part of an environmental impact assessment for a commuter rail project in the Dallas, TX area. The project's primary purpose is to provide passenger rail connections and service along a 26-mile corridor traversing seven cities in the northern part of the Dallas Area Rapid Transit (DART) service area. Tasks for this project have included noise and vibration measurement surveys, development of noise and vibration prediction models for diesel multiple unit (DMU) trains, noise and vibration impact assessment, development of noise and vibration mitigation recommendations, preparation of technical reports and participation at public meetings and workshops.

Metra UP North Rebuild: Fullerton to Addison

A noise and vibration impact assessment was conducted for this project which consists of shifting the commuter rail track alignment and replacing retaining walls and eleven bridges over roadways along the Metra Union Pacific (UP) North Line in Chicago, IL. The project corridor passes through densely populated single-family and multi-family residential neighborhoods, and the proposed shift in the track alignment and new construction have the potential to result in both long-term operational and short-term construction noise and vibration effects. Therefore, a noise and vibration impact assessment was conducted in accordance with U.S. Federal Transit Administration (FTA) methodology and criteria guidelines as part of an environmental study leading to the preparation of a Documented Categorical Exclusion (DCE).



San Joaquin Joint Powers Authority ACE Forward Improvements Project

CSA is the noise and vibration consultant on the ACE Forward Improvements project, a complex project with multiple alternatives and options to improve and expand ACE commuter rail services from the Central Valley into the San Jose area. The work has included extensive noise and measurements and a detailed noise assessment for the project, including additional trains, new service options and connections with other transit operators in the area, an expanded operating area, grade-crossing noise and an assessment of maintenance facility operations. The current work on the project is focused on extensions of ACE service to Sacramento and to Modesto.



Representative Projects

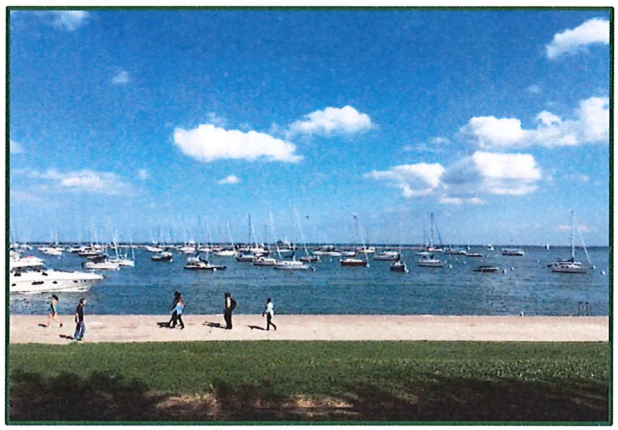
- Noise and Vibration Assessment for FRA Tier 1 EIS, Washington, DC to Boston, MA, NEC FUTURE Project
- Noise and Vibration Study, MARTA, Decatur, GA, MARTA East Line Sycamore Street
- Noise and Vibration Assessment, Pinellas Country, FL, Pinellas Alternatives Analysis
- Noise and Vibration Impact Assessment, Fort Worth Transportation Authority TX, TEX Rail EIS
- Acoustical Design Review, Hong Kong, Hong Kong Mass Transit Railway Kowloon Southern Link Extension
- Construction noise monitoring, South Boston, MA, Massport Conley Terminal Improvements
- Construction noise and vibration control services, Washington, DC, DC Water Cross-Town Tunnel Rehabilitation Project,
- Construction noise control review services, Boston, MA, MWRA East Boston Combined Sewer Outfall Project
- On-call construction noise and vibration control services, Boston, MA, Central Artery/Third Harbor Tunnel ("Big Dig") Project

2. APPROACH TO SCOPE OF WORK

The RFP identifies an overall scope of work to aid the City in developing standards for measuring and enforcement sound limits. The sound standard is to be based, in part, on existing sound levels which will be characterize using noise contours. We interpret this to mean that the city wants to develop noise control standards that are compatible with City activities but also reflect residents' desire for peaceful enjoyment of their property.

Our approach, based on the RFP scope of services and our experience, would be as follows:

- **Review City's Municipal Code:** this review would be used to acquaint ourselves with the current approach to noise control and zoning. This review would include coordination with City staff to determine past approaches, complaint tracking processes, stakeholder concerns, comprehension of current code, difficulties with the current ordinance, and desired outcomes.



- **Conduct Citywide Analysis of Sound Activity:** This task would include fieldwork to observe and measure noise levels at locations around the city. Part of this work is identifying all of the various sound sources in the downtown and Special Entertainment District, as well as other parts of the City. Potential sound sources include amplified and acoustic music, traffic, railways, mechanical equipment, crowds, and animals. These sources might be fixed in place, temporary, or moving. Some sources, such as music in restaurants, or church bells might be deemed more desirable than others. All sources would be noted and categorized by type and generalized location.

The observations and data from the visit would be used to generate a noise map of the city, with a focus on the downtown and entertainment districts. The noise map would use sound level contours to provide a graphical representation of existing conditions and existing noise levels. The noise map will include contributions from entertainment, transportation, commercial and industrial sources. The noise map can also be used to prioritize noise control efforts. This task assumes City staff can assist in identifying land use.

The noise map and noise contours would be generated using SoundPLAN noise prediction software. SoundPLAN implements outdoor acoustical prediction algorithms based on the ISO 9613-2 noise prediction standard and is in wide use by professionals around the world on a variety of acoustical assessments. Other noise prediction methodology based on Federal Highway Administration, Federal Transit Administration and other standards may be used to supplement SoundPLAN.



- **Recommendations to eliminate ambiguity in enforcing sound level limits:** This task would rely on CSA experience in developing and enforcing sound level limits. We would discuss current enforcement procedures and impediments with city staff. If possible, we would also research the effect of enforcement of stakeholders. We would also compare these findings with processes and outcomes in other jurisdictions. The output

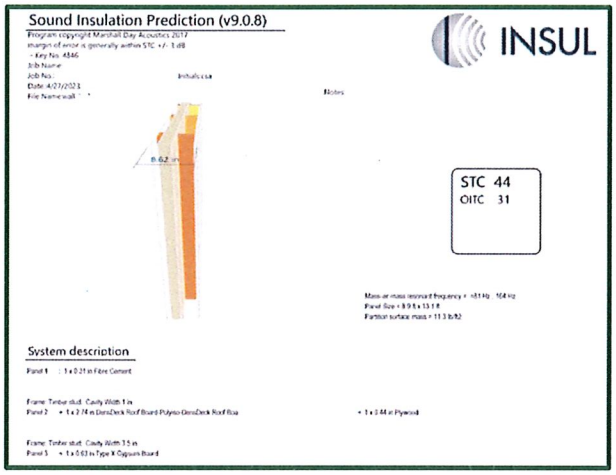
of this task will likely include recommendations for equipment settings, documentation, measurement durations, measurement locations, and specific sound level metrics. There may also be recommendations regarding training for enforcement personnel.

- **Establishing an objective measure for overall sound and low-frequency sound limits:** This task would rely on CSA experience in setting sound limits. This would involve discussion with stakeholders and review of precedents. Our experience has shown that measuring sound levels using sound level meters is not always straightforward, especially when measuring low-frequency noise in the presence of background low-frequency noise sources (such as traffic or ocean waves). It is likely that a combination of appropriate limits and appropriate measurement procedures (or even the addition of a "plainly audible" standard) will be required to implement a useful process.

  The results from this work will be used to recommend updates to the City noise ordinance. The current ordinance provides limits based on A-weighted, C-weighted and Z-weighted sound pressure levels – in addition to the sound level limits, a "plainly audible" standard might be useful for assessing transient sources.

- **Recommending objective performance standards to account for existing noise conditions:** It is important that the City noise ordinance reflect the soundscape and character of the city and its neighborhoods. Residents generally want access to peace and quiet. An urban environment typically has multiple noise sources (traffic, mechanical equipment, entertainment venues, etc.) as part of everyday commerce. A noise ordinance should be flexible enough to permit the use of reasonable noise-generating sources (quiet air conditioning units for example). We intend to apply our experience in developing and refining relative noise limits ("relative" meaning a comparison to ambient noise levels, as opposed to absolute limits) for Federal Transit Administration and other jurisdictions.

- **Provide mitigation recommendations:** CSA has a wealth of experience in recommending and designing noise mitigation measures, including sound reduction measures at the source, path and receiver. We will apply this experience to recommend cost-effective mitigation measures as necessary. Mitigation recommendations can range from audio amplifier setting limits to sound insulation measures such as multi-pane windows and solid doors. Consideration will be made for planned conversions of commercial space to living space, and mixed-used buildings.



The approach described above is based upon the statement of work in the RFP and assumes that the statement of work reflects the desired outcome of the study. The list of services in the RFP identifies three tasks all related to measurement of and enforcement of sound levels in the city. Although the tasks are listed separately, there is overlap between the work and outcomes. As such, we would approach the tasks in coordination with one another.

The work would be completed over a period of approximately 4 months as detailed in Section 3.

3. PROJECT SCHEDULE

CSA staff projected workload through the fourth quarter of 2023 and into 2024 is approximately 50%. The budget assumes 476 total staff hours to be worked on this study. This fits comfortably into projected key staff availability of approximately 3,000 hours and total staff availability of approximately 11,000 hours.

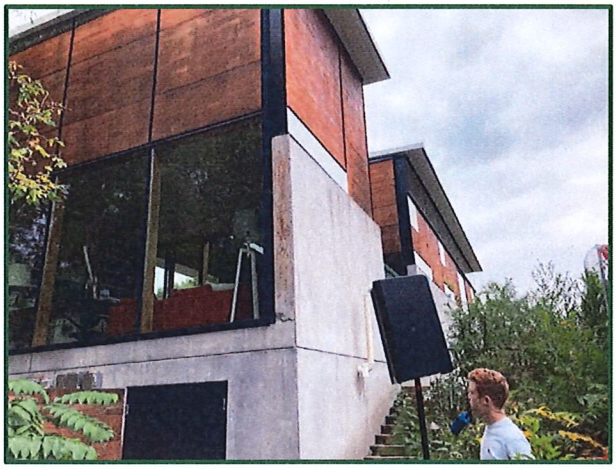
The schedule of tasks, based on calendar days after receipt of Notice to Proceed (NTP), is presented in the table below. Note that the itemized tasks in the table differ slightly from the itemized tasks in section 2 due to the overlap and/or sequential nature of some of those tasks.

# of Calendar Days after NTP	Task
14 days (2 weeks)	Begin review of municipal code and coordination with city staff Begin research into noise control issues faced by Fort Pierce Begin review of noise ordinances of other jurisdictions
28 days (4 weeks)	Travel to Fort Pierce to tour city, conduct spot measurements and communicate with City staff and stakeholders. Start developing acoustical model for city-wide noise map Start assessment of criteria for overall sound and low-frequency sound limits
35 days (5 weeks)	Complete noise code review and produce memorandum summarizing code, issues, and future objectives, and approaches of other municipalities. Start analyzing measurement data and characterizing existing noise sources
49 days (7 Weeks)	Produce preliminary noise maps, validate maps against measurement data Travel to Fort Pierce to collect additional data and observations needed to complete noise map
56 days (8 weeks)	Based on preliminary noise maps, develop processes to reduce ambiguity in sound level enforcement, to produce objective limits for overall sound and low-frequency sound limits, and
70 days (10 weeks)	Finalize noise maps. Submit draft memorandum of recommendations to eliminate ambiguity in enforcing sound level limits, setting sound and low-frequency sound limits and setting objective performance standards to account for ambient noise in sound level limits.
14 days after receipt of comments from draft memo	Finalize memorandum of recommendations that incorporate City comments and final noise maps.
84 days (12 weeks)	Assess sound mitigation recommendations in coordination with City Staff.
91 days (13 weeks)	Submit draft mitigation recommendations memorandum for comment
14 days after receipt of comments from draft mitigation memo	Finalize memorandum of mitigation recommendations that incorporate City comments and final noise maps.
TBD	Present findings to City and/or Public at in-person meeting
Ongoing	Submit progress reports, meet with City officials and/or stakeholders via video conference, additional services requested by City.

The project assumes three trips to the city of Fort Pierce:

- One one-week trip for two CSA staff within 28 days of NTP to meet with officials, tour the city, note sound sources, and measure sound levels from various sources.
- One two-day trip for a single CSA consultant at 57 days after NTP to collect data to refine noise map.
- One two-day trip for a single CSA consultant to present findings to City staff and/or to the public.

This proposal assumes that other communications with City staff will occur via email, telephone or video conferencing. CSA utilizes Microsoft Teams for telephone and video conferencing, and we can setup meetings if desired.



3.1. QUALITY ASSURANCE

CSA has developed a quality assurance/quality control (QA/QC) policy to ensure that work product developed, produced and disseminated by CSA staff meet the accuracy and precision requirements of our clients and the public. The CSA QA/QC policy is consistent with ISO 9001 requirements and is recorded in a 15-page document available to CSA staff and clients. This document is updated as needed. The CSA QA/QC policy has been submitted to multiple state agencies as part of project on-boarding requirements and has been accepted by all.

We understand that the work for this study is important to the City and its residents. As such it is vital that the work be completed efficiently and on schedule. CSA has qualities and processes that will enable us to meet project goals in an efficient manner:

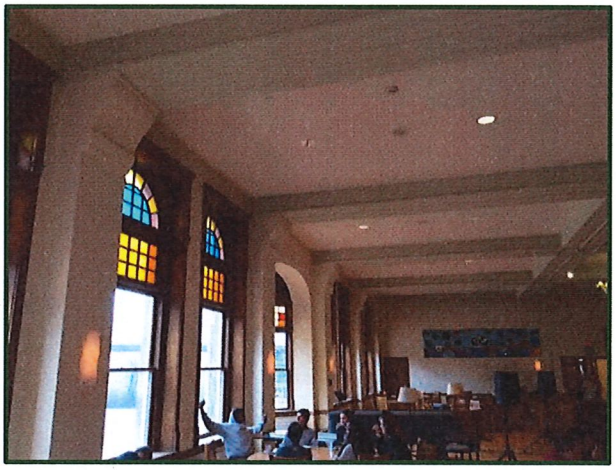
- All work products are reviewed by Principals prior to dissemination to ensure the consistency of our analysis and the accuracy of modeling.
- CSA has multiple qualified associates that can be brought in as needed to substitute or supplement staff to keep projects on schedule. CSA internal practices require that Project Manager, Principals and staff have an understanding of the overall project to limit disruptions if personnel are unavailable. Note that Key staff will not be substituted without approval from the City.
- CSA has an extensive array of in-house equipment and software to conduct detailed analysis without having to rent equipment which reduces project costs and delays.
- Our billing system is manual with strict oversight of employee timesheets and expense billing to provide accurate accounting of project costs. This allows us to more carefully manage budget and send accurate invoices in a timely fashion.
- If requested, CSA can submit progress reports and fieldwork plans for City approval to ensure the project is proceeding as planned.



Fieldwork will be conducted in accordance with appropriate technical standards, engineering best practices, and the CSA QA/QC policy. Field measurement planning will include the assignment of a fieldwork manager as a point-of-contact and to plan the work. CSA will work with the City to obtain right-of-entry letters or other documentation required to conduct the

work. Our instrumentation meets American National Standards Institute standards for precision measurement equipment and our instruments are calibrated by a laboratory traceable to the National Institute of Standards and Technology (NIST).

Data analysis is conducted in the CSA laboratory using off-the-shelf computer programs such as SoundPLAN and MATLAB or using custom CSA software. In-house software has undergone rigorous review to ensure that results meet the requirements of applicable standards. Abnormal results are confirmed using alternate methods.



Project deliverables will be reviewed internally in accordance with the CSA QA/QC policy prior to distribution. Internal reviews will include checks for technical content, technical calculations, comprehension, project objectives, and outcomes.

CSA is a member of the National Council of Acoustical Consultants (NCAC) and as such we are bound by the NCAC Canon of Ethics to uphold the objectivity of our analysis, to hold the health and welfare of the public and client in the performance of our duties, to perform services in the areas of our expertise, to act professionally, and to represent our projects and clients in an objective manner. CSA carries General Liability, Professional Liability (Errors and Omissions), Automobile Liability, and Workers' Compensation Insurance policies in accordance with standard practice and individual contract requirements. Proof of insurance is provided upon request.

4. PROJECT BUDGET

The overall project budget for this study is **$83,314**. This budget is based upon CSA's fully-burdened labors rates ($135/hour for Associates, $160 for Senior Associates and $185/hour for Principal Associates), U.S. General Services Administration (GSA) Fiscal Year 2024 rates for per diem and lodging, and actual travel costs.

The breakdown by task as itemized in Section 2 is presented in the table below.

Task	Associate, $135/hr.	Principal, $185/hr.	Cost
Labor			
Review Municipal Code	--	4 hours	$740
Citywide sound analysis, incl. travel	84 hours	56 hours	$21,700
Noise mapping, incl. travel	40 hours	120 hours	$27,600
Recommendations to eliminate enforcement ambiguities	16 hours	16 hours	$5,120
Establish objective measures for sound limits	8 hours	16 hours	$4,040
Recommend objective performance standards based on ambient noise	8 hours	16 hours	$4,040
Provide mitigation recommendations	24 hours	16 hours	$6,200
Meetings (in-person and video conference)	--	40 hours	$7,400
Expenses			
Airfare for Trip 1		$700	$700
Lodging for Trip 1	$535	$535	$1,070
Rental car for Trip 1	$300	$300	$600
Per diem for Trip 1	$295	$295	$590
Parking, shipping & misc.			$1,000
Airfare for Trip 1		$400	$400
Lodging for Trip 1		$214	$214
Rental car for Trip 1		$200	$200
Per diem for Trip 1		$118	$118
Parking & misc.			$500
Airfare for Trip 1		$400	$400
Lodging for Trip 1		$214	$214
Rental car for Trip 1		$200	$200
Per diem for Trip 1		$118	$118
Parking & misc.			$150
Total			**$83,314**

The budget in this proposal is based upon the tasks outlined in the RFP. The budget does not include costs for "additional services" as listed in the RFP. A supplemental budget for those services can be submitted once those tasks are detailed. We can also bill for those services on a Time and Materials (T&M) basis upon written request.



The budget can be expanded or reduced to accommodate City resources and scope. For example, eliminating or greatly reducing the noise mapping scope would reduce the overall budget by almost 50 percent. Alternatively, generating noise contours for certain areas of the city or specific neighborhoods (as opposed to citywide efforts) could also significantly reduce costs. Reducing the precision of noise contour to only account for the most significant sources (most likely to be transportation and fixed amplified music sources) would also reduce costs. We are willing to revisit the scope with the City to provide an appropriate budget estimate.

We have found that the best way to keep projects on track is to have smooth collaboration with client. CSA will keep client up to date with progress or nonconformities. CSA will be available during eastern time zone working periods to respond to client concerns.

5. REFERENCES

In addition to the experience described in Section 1.1, we have listed a sampling of CSA projects below to show the breadth of projects that CSA has worked on.

East Greenwich Noise Ordinance Update

CSA worked with the Town of East Greenwich to update the town noise ordinance. The water front area of the Town is an active entertainment district with multiple restaurants offering outdoor live music during warm weather months. These establishments have been subject to noise complaints from nearby residents. The Town implemented a noise ordinance that applied exclusively to the entertainment district. This new ordinance set limits based on A-Weighted and C-Weighted sound metrics. The limits proved difficult to enforce due to low-frequency background limits. In addition, one establishment challenged the ordinance based on constitutional grounds because it only applied to a section of the Town. Mr. Singleton provided guidance to the town on revisions to the ordinance that reduced the enforcement burden on the Town while providing the flexibility to enforce low-frequency sound limits and overall sound limits.

Client Name	Town of East Greenwich, RI
Client Contact	Andrew M. Teitz, Esq
Contact Information	zoning@utrlaw.com (401) 331-2222
Year	2021-2023
Budget/Cost	Time & Materials / $3,513



Dartmouth Indoor Practice Facility Compliance Measurements

CSA was retained by the Town of Hanover, NH to aid in the assessment of noise from the Dartmouth Indoor Practice Facility (IPF) during the pre-construction permitting process and then after the facility was constructed. CSA conducted a series of measurements before the facility was built and used the data to help the Town develop noise limits for the project. CSA later performed measurements after the facility was built to characterize noise from the HVAC and sound reinforcement systems, and to determine compliance with the Town limits. CSA coordinated with the IPF designers to identify situations where the facility was not in compliance with limits. The designers were able to correct deficiencies and bring the IPF into compliance with Town requirements.

Client Name	Town of Hanover, NH
Client Contact	Vicki Smith
Contact Information	Vicki.smith@hanovernh.org (603) 640-3214
Year	2016-2020
Budget/Cost	$22,045 / $11,063

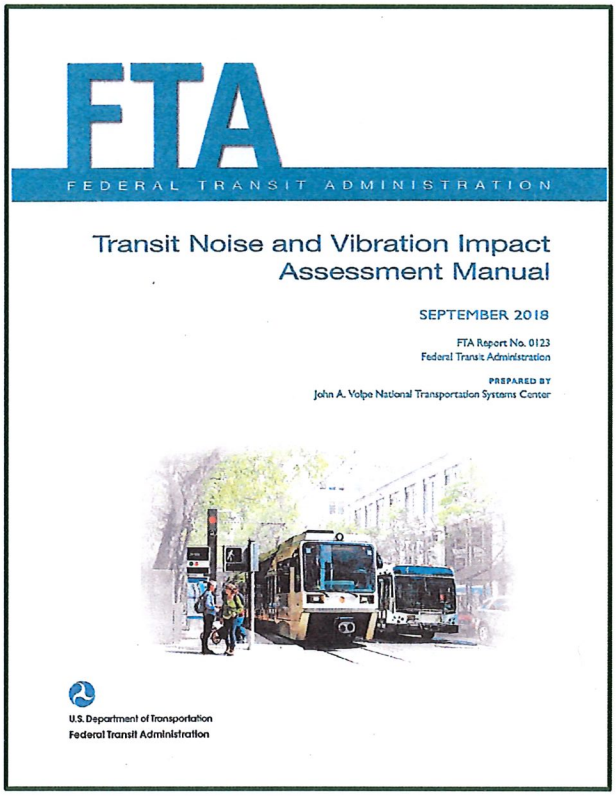
New Haven HVDC Converter Station

CSA was retained by the Town of New Haven, VT to assess existing noise conditions at residences near the location of a proposed High-Voltage Direct Current (HVDC) converter station. CSA conducted long-term noise and meteorological measurements at six locations over a 10-day period to characterize noise levels at residences. The measurement results were used to recommend noise limits and compliance goals for the project. The results were presented at a public meeting to residences and a computerized audibility demonstration was provided to help contextualize noise levels from the project.

Client Name	Town of New Haven, VT
Client Contact	Cindy Hill, Hill Attorney PLLC
Contact Information	lawyerhill@yahoo.com (802) 388-1664
Years	2016-2017
Budget/Cost	$10,000 + T&M / $22,503

FTA Guidance Manual

Cross-Spectrum Acoustics Inc. (CSA) staff has been working with the FTA on their noise and vibration guidance for decades. Lance Meister and Dave Towers of CSA are authors of the 2006 version of the Federal Transit Administration's (FTA) guidance manual "Transit Noise and Vibration Impact Assessment," which is used by consultants in preparing environmental assessments for transit projects and by agency staff for evaluating the impacts of projects.



Cross-Spectrum Acoustics Inc. (CSA) staff has been working with the FTA on their noise and vibration guidance for decades. Mr. Herb Singleton in one of the authors on the 2018 update of the manual, which includes new noise sources, revised guidance and policy on mitigation, and clarifications to assessment methodologies for combined highway/transit projects.

CSA staff have utilized the methodology in the FTA's guidance manual on over 500 projects throughout the country, including: light rail transit (LRT), bus rapid transit (BRT), streetcar, heavy rail, commuter rail, inter-city and high-speed rail, and freight rail systems.

Client Name	Federal Transit Administration
Client Contact	Antoinette Quagliata, Manager Sustainability Services, Dewberry (formerly FTA)
Contact Information	aquagliata@dewberry.com (973) 576-9653
Years	2006, Guidance Manual 2018 Update
Budget/Cost	$12,000 / $12,000

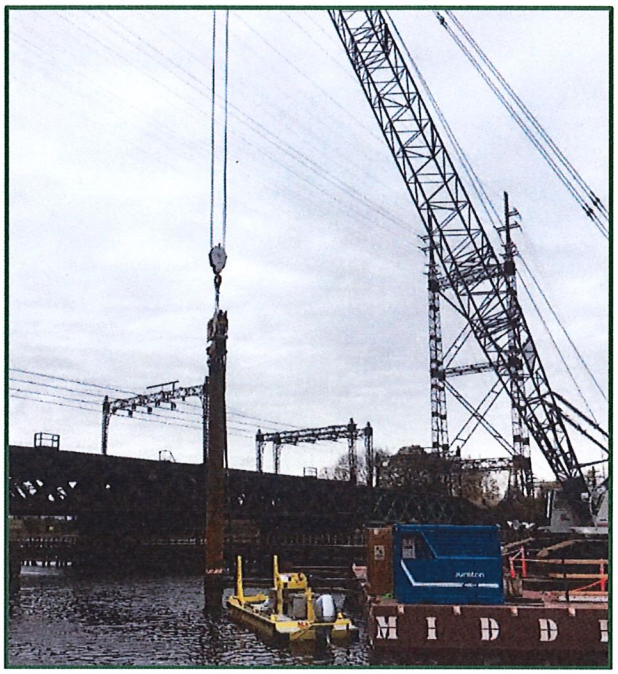
National Transit Institute Training Course

CSA teaches the National Transit Institute/Federal Transit Administration noise and vibration impact assessment training courses at locations around the country. Our staff has been teaching these courses for over 12 years, with the most recent courses in Phoenix AZ and New York NY in fall 2019, Chicago IL in winter 2019, and Washington D.C. in spring 2017. The three-day course, sponsored by the National Transit Institute, covers the entire noise and vibration guidance manual, including screening, general and detailed assessments for noise and vibration, along with information on mitigation measures and construction noise and vibration. CSA staff have taught over 400 students, including consultants, state DOT, transit agency, and FTA regional and headquarters staff.

Client Name	Federal Transit Administration
Client Contact	Dee Phan
Contact Information	Dee.phan@dot.gov (202) 366-1799
Years	2014-Present
Budget/Cost	Time & Materials / ~$15,000 per course

Walk Bridge Replacement Program

The Connecticut Department of Transportation (CTDOT) initiated the Walk Bridge Program to replace the 122-year-old deteriorating railroad bridge that crosses the Norwalk River in Norwalk, CT.



As part of this program, CSA has been providing a wide variety of construction noise and vibration services to CTDOT including:

- Pre-construction background noise and vibration monitoring at sensitive locations near the proposed construction sites
- Pre-construction noise and vibration measurements of test pile driving and sheet driving operations (see above photograph)
- Preparation of construction noise and vibration control specifications
- Preparation of construction noise and vibration control plans

Client Name	WSP USA
Client Contact	Marilee Beebe, P.E.
Contact Information	marilee.beebe@wsp.com (203) 785-0456
Years	2018-Present
Budget/Cost	$314,500 / $270,721

Lumber Yard Housing Development

CSA conducted an assessment of existing noise and vibration levels at the site of the proposed Lumber Yard Development apartment complex in Northampton, Massachusetts to determine if the site meets Federal noise and vibration guidelines for residential use. The site abuts an existing freight right-of-way and there was concern that noise and vibration generated by freight and intercity trains might exceed applicable limits. Under Mr. Singleton's supervision, CSA conducted long-term noise and vibration measurements at the site to collected relevant metrics. CSA recommended specific changes to the architectural design to ensure that interior noise and vibration levels would be acceptable to future residents. The complex opened in 2019 and has received positive reviews from tenants.



Client Name	Valley Community Development Corporation
Client Contact	Joanne Campbell, Director
Contact Information	jc@valleycdc.com (413) 586-5855
Years	2016
Budget/Cost	$3,535 / $3,510

6. REQUIRED FORMS

Required forms attached:

- Signature/Title Page
- City of Fort Pierce Proposer's Checklist
- Drug-Free Workplace Form
- RFQ Addendum #1 & Signature Form
- Certificate of Insurance

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR QUALIFICATIONS** **and** **QUALFICATIONS ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467- 3102	**RFQ No: 2023-055**
Pre-Proposal Conference Date: N/A	**RFP Title: NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES**
Pre-Proposal Location: N/A	**RFP Opening Location:** City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFQ Due Date & Time: **3:00 PM, MONDAY, AUGUST 28, 2023**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Cross-Spectrum Acoustics, Inc. **Mailing Address:** 200 North Main St, Suite 17	***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: East Longmeadow, MA 01028	**Typed or Printed Name:** Herbert Singleton Jr
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** President
Incorporated in the State of: MA **Year:** 2011	**Delivery in** 105/TBD **days, ARO**
Phone Number: (413) 315-5770	**Payment Terms: Net 30 Days**
Fax Number: (413) 315-5770	**FEIN or SS Number:** 45-3091315
E-Mail Address: info@csacoustics.com	**Local Business:** ___Y _X_N **MWBE:** ___Y _X_N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

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

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	✓	
Include proof of proper licensing as stated in proposal documents.	~	
Include proof of proper insurance as stated in proposal 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?	✓	
Proposal envelope is marked accordingly	~	
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?	~	
Disregard, if you are going to utilize the electronic submission option.	~	
Is each Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Cross-Spectrum Acoustics, Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

August 28, 2023
Date

August 23, 2023

CITY FORT PIERCE

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

RFQ NO. 2023-055

ADDENDUM NO. 1

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

1. **QUESTION:** "Conducting an analysis of sound activity citywide" implies the desire to perform sound measurements throughout the city. To that end, do you have a map showing the exact limits of where you want such a survey to take place?

   ANSWER: **Map is attached.**

2. **QUESTION:** Note that for a sound survey to be most informative, it would be best to deploy instrumentation for a number of days, if not weeks. Such equipment would need to be mounted and secured to safe structures such that they are not damaged. Would the city take a role in identifying those locations as well as facilitating with deployment and retrieval of the equipment?

   ANSWER: **Yes**

3. **QUESTION:** We could provide only general guidelines "regarding soundproofing or other noise-reducing solutions for residential and commercial establishments impacted by amplified sound or outdoor entertainment" as part of our deliverable for this project but specific recommendations would need to be made on a case-by-case basis. Given we do not know the specifics of each venue or residential property, specific recommendations could only be given as an additional service beyond the scope of our proposal. Is this amenable to the city?

   ANSWER: **I cannot confirm or deny that the City will be agreeable. This proposal is configured as per the proposer's discretion.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Herbert Singleton Jr
Typed or Printed

Company Name: Cross-Spectrum Acoustics, Inc.

Address: 200 North Main St, Suite 17

East Longmeadow, MA 01028

Date: August 28, 2023

/lh

Attachment: City Commisioner's District Map

NOISE, ACOUSTIC, AND SOUND
CONSULTING SERVICES

EXHIBIT "C"

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

EXHIBIT "C"

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

Vendor name: Cross-Spectrum Acoustics, Inc.

Authorized Representative's Name and Title: Herbert Singleton Jr, President

Address: 200 North Main Street, Suite 17

City: East Longmeadow State: MA Zip Code: 01028

Phone Number: (413) 315-5770 Email Address: hsingleton@csacoustics.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: _____ Herbert Singleton Jr, President 1/27/2023

Authorized Signature | Printed Name and Title | Date

STATE OF ~~FLORIDA~~ Minnesota
COUNTY OF Hennepin

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

this 27th day of January, 2025 by Herbert Singleton Jr, who is

☐ personally known or
☒ produced identification (ID produced: Drivers License).

Notary Public Signature: _____ (Seal)

Print Name: ISaiah Smith My Commission Expires: 01/31/2028

Isaiah D Smith
Notary Public
Minnesota
My Commission Expires Jan 31, 2028

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	GELENCIA CARTER, MANAGER, FINANCE DEPARTMENT, PURCHASING DIVISION
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	RE-REVIEW OF CONTRACT FOR NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES PURSUANT TO RFQ NO. 2023-055
CAO RLS FILE:	24-471
RELATED RLS'S:	24-238-TEMPLATE FOR CONTINUING SERVICES AGREEMENT FOR RFQ NO. 2024-005 24-347-CORRECTED/REVISED TEMPLATE FOR CONTINUING SERVICES AGREEMENTS FOR RFQ NO. 2024-005 24-369-INITIAL REVIEW OF CONTRACT FOR NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES PURSUANT TO RFQ NO. 2023-055
DATE:	JANUARY 6, 2025

This Request for Legal Services (RLS) asks the City Attorney's Office to review an Agreement between the City and Cross Spectrum Acoustics, Inc. ("Consultant") for the provision of Noise, Acoustic, and Sound Consulting Services pursuant to RFQ No. 2023-055. This Agreement was previously reviewed by this office pursuant to RLS 24-369.

I carefully reviewed the changes made by the Consultant and incorporated by Staff. This Office made a few minor corrections and some formatting changes. In addition, I changed the email address in paragraph 16 to publicrecords@cityoffortpierce.com (per instructions from the Clerk's office) and formally added the Affidavit Regarding Nonuse of Coercion as Exhibit C (along with language in paragraph 33 that the Affidavit be executed by the Consultant before beginning services).

Please note that the Agreement now has THREE exhibits which must be attached when circulating for signatures:

Ex. A. Consultant's Scope of Services/Deliverables

Ex. B. Consultant's Response to RFQ 23-055

Ex. C. Affidavit Regarding Nonuse of Coercion

I uploaded a redline copy of the Agreement so you can see the changes made by this Office along with a "changes accepted" version. Upon incorporation of the changes made by this Office, the Agreement and its Exhibits are approved as to form and correctness.

/ahd

City Commission Regular Meeting **11. d.**

Meeting Date: 02/18/2025

Re: Request Approval of John-Davis, Inc. Specific Authorization No. 3 for Fairway Drive Roadway Drainage Repairs, Ref. Piggyback Contract S2029

Submitted For: Tracy Telle, Assistant City Engineer, Engineering

---

SUBJECT:

Approval of emergency expenditure to Johnson-Davis, Inc. for Fairway Drive Emergency Drainage Repairs between Grandview Boulevard and Trinidad Avenue in the amount not to exceed $726,030.00.

SUMMARY:

Due to the age of the City's stormwater infrastructure, there have been numerous incidents of failing roadways and habitual flooding conditions. These failures are critical and need to be addressed expediently in order to alleviate negative impacts on surrounding homes and businesses. The roadway along Fairway Drive between Grandview Boulevard and Trinidad Avenue exhibits pavement compromise and sinkholes. Prior work was authorized for cleaning and camera investigation of the drainage infrastructure within this area to determine the condition and needed remediation.

The proposed work will include 1,131.10 linear feet (0.22 miles) of main trunk line pipe replacement to include both 36-inch and 42-inch reinforced concrete pipes (RCP). Also, storm manhole replacement, rehabilitation of nine structures (two manholes and seven catch basins), along with roadway and right of way restorations.

RECOMMENDATION:

Pursue repairs through the emergency contract with Johnson-Davis. Johnson-Davis performed initial investigations due to sinkhole reports and concerns from homeowners whose lawns are being impacted. Additionally, since initial investigations, sinkholes have been growing in the impact area. Repairs would be required prior to the upcoming rain and storm season.

ALTERNATIVES:

Deny and advertise for bids.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025
Account: 403-4300-563100
Amount: $726,030.00
FISCAL IMPACT:
The funds for this project shall be encumbered from SMU Capital Account Road and Bridge No. 403-4300-563100 in the amount of $726,030.00.

Attachments

Specific Authorization No. 3 - JD signed
Fairway Drive Roadway Drainage Repairs City Attorney Memo
SA 3 Exhibit A - Proposal

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/11/2025 10:11 AM
City Manager	Linda Cox	02/11/2025 04:18 PM
Form Started By: Venetia Barnes		Started On: 02/05/2025 04:43 PM
Final Approval Date: 02/11/2025		

SPECIFIC AUTHORIZATION NO. 3

FAIRWAY DRIVE DRAINAGE REPAIRS

Pursuant to the Piggyback Contract to the Town of Jupiter's Stormwater Utility Infrastructure Repairs Unit Price Contract, S2029 between the **City of Fort Pierce** (hereinafter referred to as "CITY") and **Johnson-Davis, Incorporated** (hereinafter referred to as "CONTRACTOR"), on or about _____, 2025, CITY authorized the CONTRACTOR to provide services in accordance with the terms and conditions set forth in the Piggyback Contract.

Section 1 - Scope of Work and Schedule of Services

CONTRACTOR will provide the following emergency services in accordance with this AUTHORIZATION:

Repairs to the existing drainage system within the area of Fairway Drive from Grandview Boulevard to Trinidad Avenue in Fort Pierce, FL, a total of 1,131.10 LF (0.22 miles).

1. Remove and replace 392 LF of 36-inch and 711 LF of 42-inch Reinforced Concrete Pipes (RCP),
2. Remove and replace #2 manhole structure,
3. Rehabilitate 9 structures (two manholes and seven catch basins),
4. Roadway restoration to include curb, sod, roadway mill and overlay and final restorations.

Section 2 - Deliverables

CONTRACTOR will provide the deliverables to the CITY as described in Exhibit "A", attached hereto and incorporated by reference herein, 150 days from the Notice to Proceed.

Section 3 - Method and Amount of Compensation

CITY will compensate CONTRACTOR for services under this AUTHORIZATION in accordance with the payment method as set forth in the attached Exhibit "A".

The budget (or fee) for the services is not to exceed $726,030.00.

Section 4 - Other Provisions

All applicable portions of the Piggyback Contract not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the CONTRACTOR by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____ Date: _____
Linda Hudson, Mayor

JOHNSON-DAVIS, INCORPORATED

By: _____ Date: 2/6/2025
Clark Cryer, President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: _____
Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Veneta Barnes, Stormwater Engineer Manager

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Approval of Johnson-Davis, Inc. SA No. 3 for Fairway Drive Roadway Drainage Repairs

CAO RLS FILE: 25-13

DATE: February 5, 2025

I have reviewed the above Request for Legal Services related to Approval of Johnson-Davis, Inc. SA No. 3 for Fairway Drive Roadway Drainage Repairs. I have made proposed changes to the SA. A redlined copy is attached with proposed changes, as well as a clean copy with those changes accepted. The SA, with the proposed changes included, is approved as to form and correctness.

Please note that the language of the document referred to this work as having been done (past tense), which was changed to reflect that the work has yet to be done and is being authorized with SA No. 3. Also, please attach Exhibit A, the documentation of the price of the work from the vendor (per our emails, this will be Proposals 36" and 42"), before SA No. 3 is presented for signatures.

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

Thank you.

EXHIBIT A

FAIRWAY DR, FT PIERCE - STORMWATER IMPROVEMENTS

Proposal REV 11-22-2024

#8 Manhole thru #10 Manhole - 36" RCP Replacement Only

A ITEM NO.	B DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	C SCHEDULED VALUE
1	MOBILIZATION	1.00	LSU	$ 12,000.00	$ 12,000.00
2	CLEARING & GRUBBING	1.00	LSU	$ 6,400.00	$ 6,400.00
3	GENERAL CONDITIONS	1.00	LSU	$ 6,400.00	$ 6,400.00
4	MAINTENANCE OF TRAFFIC	1.00	LSU	$ 4,700.00	$ 4,700.00
5	REHABILITATE STRUCTURE W/ CONNECTIONS: #8 MH THRU #10 MH	3.00	EA	$ 5,000.00	$ 15,000.00
6	REMOVE & REPLACE 36" RCP	392.00	LF	$ 305.00	$ 119,560.00
7	F-CURB RESTORATION	60.00	LF	$ 55.00	$ 3,300.00
8	CONCRETE DRIVEWAY RESTORATION	300.00	SF	$ 25.00	$ 7,500.00
9	CONCRETE FLUME RESTORATION	2.00	EA	$ 300.00	$ 600.00
10	ASPHALT PATCH - 9.5 TLC MIX	200.00	SY	$ 85.00	$ 17,000.00
11	SOD RESTORATIONS	500.00	SY	$ 10.00	$ 5,000.00
12	MILLING & OVERLAY 1" - 9.5 TLC ASPHALT	580.00	SY	$ 60.00	$ 34,800.00
13	FINAL RESTORATIONS	1.00	LSU	$ 7,800.00	$ 7,800.00
					$ 240,060.00

NOTES:

Bond is not included in this Proposal.
Soil Proctor & Density Testing is included.
Concrete Driveway Replacement included - 1039 Grandview Blvd, Fort Pierce
SFWMD Dewatering Permit, Dewatering Permit Engineering, & FDEP NOI Included.
Excludes all additional Permits, Fees, and Impacts assocaited with the Work.
Daytime Hours Only: 7:00 AM - 5:00 PM
As-Built Drawing will be Contractor Red-Line.
Final Restorations include irrgiation, landscaping, tree/vegetation pruning and/or restoration, and disposal of unsuitable/excess materials.

FAIRWAY DR, FT PIERCE - STORMWATER IMPROVEMENTS

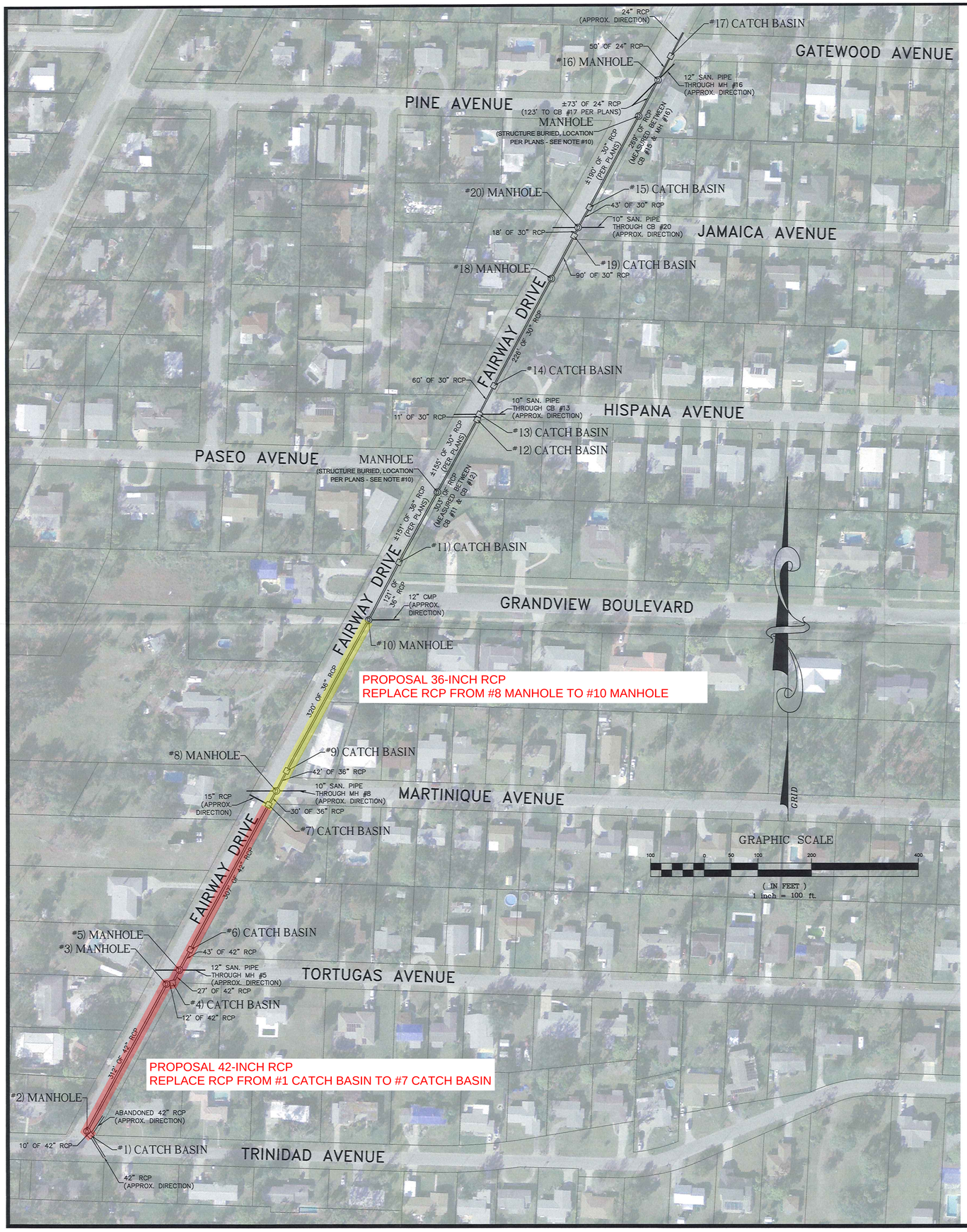
Proposal REV 11-22-2024

#1 Catch Basin thru #7 Catch Basin - 42" RCP Replacement Only

A ITEM NO.	B DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	C SCHEDULED VALUE
1	MOBILIZATION	1.00	LSU	$ 12,000.00	$ 12,000.00
2	CLEARING & GRUBBING	1.00	LSU	$ 10,600.00	$ 10,600.00
3	GENERAL CONDITIONS	1.00	LSU	$ 11,600.00	$ 11,600.00
4	MAINTENANCE OF TRAFFIC	1.00	LSU	$ 8,300.00	$ 8,300.00
5	REMOVE & REPLACE #2 MANHOLE STRUCTURE	1.00	EA	$ 15,000.00	$ 15,000.00
6	REHABILITATE STRUCTURE W/ CONNECTIONS: #1 CB THRU #7 CB	6.00	EA	$ 5,000.00	$ 30,000.00
7	REMOVE & REPLACE 42" RCP	711.00	LF	$ 370.00	$ 263,070.00
8	F-CURB RESTORATION	100.00	LF	$ 55.00	$ 5,500.00
9	CONCRETE FLUME RESTORATION	2.00	EA	$ 300.00	$ 600.00
10	ASPHALT PATCH - 9.5 TLC MIX	600.00	SY	$ 85.00	$ 51,000.00
11	SOD RESTORATIONS	1,030.00	SY	$ 10.00	$ 10,300.00
12	MILLING & OVERLAY 1" - 9.5 TLC ASPHALT	1,000.00	SY	$ 60.00	$ 60,000.00
13	FINAL RESTORATIONS	1.00	LSU	$ 8,000.00	$ 8,000.00
					$ 485,970.00

NOTES:

Bond is not included in this Proposal.
Soil Proctor & Density Testing is included.
SFWMD Dewatering Permit, Dewatering Permit Engineering, & FDEP NOI Included.
Excludes all additional Permits, Fees, and Impacts assocaited with the Work.
Daytime Hours Only: 7:00 AM - 5:00 PM
As-Built Drawing will be Contractor Red-Line.
Final Restorations include irrgiation, landscaping, tree/vegetation pruning and/or restoration, and disposal of unsuitable/excess materials.



LEGEND

ABAND.	ABANDONED
APPROX.	APPROXIMATE
CB	CATCH BASIN
CMP	CORRUGATED METAL PIPE
LB	LICENSED BUSINESS
MH	MANHOLE
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR & MAPPER
PT#	POINT NUMBER
RCP	REINFORCED CONCRETE PIPE
SAN.	SANITARY SEWER

PIPE MEASUREMENT TABLE

(SHOWN IN NGVD 29 ELEVATIONS)

PT #	TYPE	RIM	N	NE	E	SE	S	SW	W	NW	BOTTOM	CROSSINGS
1	CB	20.37		ABAND.		10.86				10.22	10.80	
2	MH	20.49		10.30		10.40					9.27	
3	MH	19.72			10.40			10.41			9.42	
4	CB	18.58		10.88					10.77		10.88	
5	MH	19.71		10.62				11.23			10.72	TOP SAN 12" = 12.33
6	CB	19.12		11.94				11.80			11.88	
7	CB	18.09		11.87				11.86		14.92	11.99	
8	MH	18.76		12.04				11.92			11.31	TOP SAN 10" = 14.66
9	CB	18.55		12.08				12.10			11.60	
10	MH	19.29		11.43	15.53			12.02			10.02	
11	CB	18.99		12.46				12.52			12.50	
12	CB	19.45		12.92				12.91			12.98	
13	CB	20.18		12.99				12.97			12.98	TOP SAN 10" = 15.89
14	CB	19.61		13.22				13.15			13.08	
15	CB	18.71		13.59				13.50			13.51	
16	MH	19.24		14.01				13.65			13.08	TOP SAN. 12" = 15.93
17	CB	18.30		14.00				14.04			14.09	
18	MH	19.85		13.13				12.94			12.89	TOP H20? 15" = 16.06
19	CB	19.12		13.34				13.30			13.39	
20	MH	19.49		13.29				13.17			13.32	TOP SAN 10" = 14.66

SURVEYOR'S NOTES

1. HORIZONTAL RELATIONSHIPS & BEARINGS AS SHOWN HEREON ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NOS, AND MORE PARTICULARLY THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1999 ADJUSTMENT (NAD 83-99) AND WERE ESTABLISHED USING USG&GS DISK "H 231" (PID #AF3246) LOCATED ON THE INDIAN RIVER DRIVE BRIDGE OVER MOORE'S CREEK AND HAVING PUBLISHED NAD 83 VALUES OF NORTHING = 1133851.61', EASTING = 875503.12'.
2. THE PURPOSE OF THIS ASBUILT SURVEY IS TO LOCATE 20 STORM STRUCTURES AND THE PIPES WITHIN THEM IN ORDER TO VERIFY PIPE SLOPES, PIPE SIZES, AND STRUCTURE ELEVATIONS ALONG FAIRWAY DRIVE BETWEEN TRINIDAD AVENUE AND GATEWOOD AVENUE IN FT. PIERCE.
3. OTHER UTILITY CROSSINGS AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
5. THE LINEAR PIPE DISTANCES SHOWN HEREON ARE COMPUTED FROM THE CENTER OF EACH LID OF THE MANHOLES OR THE CENTER OF EACH GRATE OF THE CATCH BASINS, AND DO NOT TAKE INTO ACCOUNT THE OFFSET OF THE PIPE END FROM THE CENTER OF THE MANHOLE LID OR GRATE.
6. ORTHO-RECTIFIED DIGITAL AERIAL IMAGERY DEPICTED ON THIS SURVEY WAS PROVIDED BY ST. LUCIE COUNTY GIS DEPARTMENT, AND SAID IMAGERY WAS FLOWN IN THE SPRING OF 2006. THE PROPERTY LINES SHOWN HEREON ARE PROVIDED BY THE ST. LUCIE COUNTY GIS DEPARTMENT AND ARE INTENDED FOR GRAPHIC USES ONLY, AS NO EFFORT HAS BEEN MADE BY THIS OFFICE TO VERIFY THEIR ACCURACY.
7. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 ("NGVD29"), AND ESTABLISHED ON THE PROJECT SITE BY UTILIZING NATIONAL GEODETIC SURVEY BENCHMARKS "B 401" (PUBLISHED NGVD29 ELEVATION = 17.68'), AND "D 401" (PUBLISHED NGVD29 ELEVATION = 25.02').
8. SOME BOTTOM OF STRUCTURE ELEVATIONS ARE HIGHER THAN THE LOWEST PIPE INVERTS WITHIN THE SAME STRUCTURE. IN THESE CASES, THE ELEVATION WAS TAKEN ON TOP OF A MOLDED CONCRETE "HUMP" THAT WAS INTENTIONALLY CONSTRUCTED IN THE BOTTOM OF THE STRUCTURE TO DECREASE WATER FLOW (PER THE CONTRACTOR). STRUCTURES #1 AND #2 CONTAINED WATER AT THE TIME OF THIS SURVEY, THEREFORE THE BOTTOM WAS NOT VISIBLE AND THE CONCRETE "HUMP" COULD NOT BE VERIFIED.
9. MANHOLE #18 HAS A 15" PIPE CROSSING INSIDE OF IT. THIS CAN BE ASSUMED TO BE A WATER LINE DUE TO THE LACK OF NEARBY SANITARY STRUCTURES, BUT WITHOUT ADDITIONAL INFORMATION THE TYPE OF UTILITY CAN NOT POSITIVELY IDENTIFIED
10. TWO MANHOLES DEPICTED ON THIS SURVEY WERE NOT FIELD LOCATED AND ARE DEPICTED ON THIS MAP PER THE REQUEST OF THE CONTRACTOR. THESE STRUCTURES WERE PLACED UPON THE MAP USING MEASUREMENTS SHOWN ON PLANS DEVELOPED BY THE CITY OF FT. PIERCE TITLED "FAIRWAY DRIVE STORM DRAINAGE REPLACEMENT", AND THEIR LOCATIONS WERE VERBALLY DESCRIBED BY THE CONTRACTOR. THIS OFFICE DID NOT VERIFY THE ACCURACY OF THOSE LOCATIONS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "ASBUILT SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON APRIL 11, 2007 AND SAID "ASBUILT SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "ASBUILT SURVEY" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "ASBUILT SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NORTHSTAR GEOMATICS, INC.

GREGORY S. FLEMING, P.S.M.
FLORIDA REGISTRATION NO. 4350

APRIL 12, 2007
DATE

NORTHSTAR GEOMATICS
900 EAST OCEAN BOULEVARD SUITE 140
PO BOX 2271 STUART, FLORIDA 34995

DATE	REVISIONS
4/12/07	ADD 2 BURIED MANHOLES & DIST.

DATE 04/11/2007
SCALE 1"=100'
FIELD BK. 35, Pgs 1-11
DWNG. BY CPM

ASBUILT SURVEY OF 20 STORMWATER STRUCTURES LOCATED ON FAIRWAY DRIVE

SHEET NO. 1
OF 1 SHEETS

PROJECT NO. 07-015AB1

City Commission Regular Meeting **11. e.**

Meeting Date: 02/18/2025

Re: Security Services at City Hall, Piggyback Fort Pierce Utilities Bid No. 18-41

Submitted For: Devoshay Johnson, Director of Administrative Services, Administrative Services

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SUBJECT:

Approve piggybacking Fort Pierce Utilities Authority Bid No. 2018-41 - Security Guard Services in an amount not to exceed $140,000.00.

SUMMARY:

The Administrative Services Department is seeking approval to piggyback the Fort Pierce Utilities Authority Bid No. 2019-014 with Excelsior Defense, Inc. to provide security services at City Hall.

Excelsior Defense shall provide management, supervision, personnel, equipment and supplies necessary to provide two security officers services at City Hall from 7:00 AM - 6:00 PM Monday through Friday (45 hours per week) and all after-hours meetings (approximately 25 hours per month). Approval of this request will provide for an armed security presence at City Hall during normal business hours and during after-hours meetings.
The Purchasing Manager has reviewed and investigated the procurement process for this item and found all terms and conditions meet the piggyback requirements of the City of Fort Pierce.

RECOMMENDATION:

Approve the requested piggybacking of Fort Pierce Utilities Authority Bid No. 2018-041

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

DeVoshay Johnson Deputy City Manager Administrative Services

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Legal Reveiw

Security Services Piggyback Contract

Bid No 18-41
Amendment 1
Amendment 2
Amendment 3
Extension Letter
Affidavit

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 10:09 AM
Finance Department	Johnna Morris	02/11/2025 04:09 PM
City Manager	Linda Cox	02/11/2025 04:16 PM
Form Started By: Devoshay Johnson		Started On: 01/06/2025 06:04 PM
Final Approval Date: 02/11/2025		

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Devoshay Johnson, Director of Administrative Services, Administrative Services

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Security Services Renewal: FPUA Piggyback

CAO RLS FILE: 25-15

DATE: January 29, 2025

I have reviewed the above Request for Legal Services (RLS) related to Security Services Renewal: FPUA Piggyback. A redlined and clean copy of the draft piggyback contract is uploaded. The clean copy is approved as to form and correctness.

Please note that additional Exhibits were referenced in the document (Exhibits A-E) to separately detail the amendments and renewals made between Vendor and FPUA. All Exhibits will need to be attached to the contract when presented for signatures.

Before the document is complete for presentation, also be aware that the Vendor will need to sign an Affidavit of Use of Coercion as one was not provided in the FPUA contract. A blank Affidavit is uploaded for review and is referenced as Exhibit "F" in the contract.

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

Thank you.

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Excelsior Defense, Inc.** ("Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies.

2. The Parties agree that the Vendor has entered a competitively bid and awarded contract with the **Fort Pierce Utilities Authority ("FPUA")**, said contract being identified as**:** Security Guard Services, Bid No. 18-41, attached hereto as Exhibit "A."

3. The Parties agree that, on July 21, 2020, FPUA and Vendor amended the contract for security guard services, allowing additional security guards to be requested and increasing the total price of the contract, titled "Amendment Number 1" and attached hereto as Exhibit "B".

4. The Parties agree that, on October 19, 2021, FPUA and Vendor amended the contract for security guard services, increasing the total price of the contract and extending the renewal terms, titled "Amendment Number 2" and attached hereto as Exhibit "C".

5. The Parties agree that, on May 23, 2023, FPUA and Vendor amended the contract for security guard services, increasing the total price of the contract and extending the renewal term, titled "Amendment Number 3" and attached hereto as Exhibit "D".

6. The Parties agree that, on March 15, 2024, FPUA and Vendor agreed to renew the contract for security guard services, extending the contract term until May 31, 2025, documented in Exhibit "E".

7. The original government contract and all amendments or renewals are incorporated here by reference, and are attached as Exhibit "A", Exhibit "B", Exhibit "C", "Exhibit "D" and Exhibit "E" to this contract. The terms and conditions of original government contract and all amendments shall be fully binding upon the City and the Vendor.

8. Notwithstanding the requirement that the original government contract and all amendments are fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the

original government contract as applied to this contract between the Vendor and the City, as follows:

a) Time Period ("Term") of agreement: **No Change**

b) Insurance Requirements: **No Change**

c) Any other provisions that will be modified: **No Change**

d) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in Exhibit "A", the Vendor agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

e) The City's Project Manager and associated contact information is listed below:

Name: Devoshay Johnson
Title: Deputy City Manager
Address: 100 N U.S. Hwy 1, Fort Pierce, FL 34950
Telephone: 772-467-3135
Email: djohnson@cityoffortpierce.com

9. Notwithstanding anything in Exhibits "A", "B", "C", "D", and "E" to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

10. Notwithstanding any other provision in Exhibits "A", "B", "C", "D", and "E" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

11. All other provisions in the original government contract (Exhibit "A") and all amendments (Exhibits "B", "C", "D", and "E") are fully binding on the parties, and will represent the agreement between the City and Vendor.

12. At all times, Vendor shall comply with Florida's public records laws. Vendor shall abide by all

public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) 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; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) 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 VENDOR 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 CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

13. Nothing contained in Exhibits "A", "B", "C", "D", and "E", or this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

14. All requirements of Section 448.095, Florida Statutes, shall be complied with by Vendor. In accordance with, Section 448.095, Florida Statutes, Vendor 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 Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor 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. Vendor 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 Vendor, Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Vendor 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.

15. Exhibit "F" to this contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(13).

Entered this _____day of _____, 2025.

EXCELSIOR DEFENSE INCORPORATED:

By: Kristi Halverson

Title: PRESIDENT

Date: 1/31/25

Attested by: Beth M Malcomb

Name: Beth M Malcomb

BETH M. MALCOMB
Notary Public - State of Florida
Commission # HH 225743
My Comm. Expires Feb 16, 2026
Bonded through National Notary Assn.

CITY OF FORT PIERCE:

By: _____

Title: _____

Date: _____

Attested by: _____

Name: _____

Approved as to Form and Correctness:

_____
Sara Hedges, City Attorney

Exhibit A – Original Government Contract (FPUA)
Exhibit B – Amendment 1
Exhibit C – Amendment 2
Exhibit D – Amendment 3
Exhibit E – Contract Extension Letter (dated 03/15/2024)
Exhibit F – Affidavit Regarding the Use Coercion

EXHIBIT “A”

FORT PIERCE UTILITES AUTHORITY CONTRACT
BID NO. 18-41

EXHIBIT “B”

AMENDMENT NO. 1

EXHIBIT “C”

AMENDMENT NO. 2

EXHIBIT “D”

AMENDMENT NO. 3

EXHIBIT “E”

FORT PIERCE UTILITES AUTHORITY
CONTRACT EXTENTSION LETTER

EXHIBIT “F”

AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

FORT PIERCE UTILITIES AUTHORITY CONTRACT
FOR
SECURITY GUARD SERVICES

Contract is made between Fort Pierce Utilities Authority (FPUA) and Excelsior Defense, Inc., of the City of Saint Petersburg, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1
Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2
Contractor is hereby contracted with to perform the following services: Security Guard Services in accordance with Bid No. 18-41 appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract.

Section 3
The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: 206 South 6th Street, Fort Pierce, Florida, or other areas requested by the Customer Service Manager.

Section 4
The job upon which Contractor is to perform the services shall be referred to as the Security Guard Services, Bid No. 18-41 job.

Section 5
Contractor shall be paid by FPUA in the following manner: monthly and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received.

Total job price: not to exceed $100,300.00 (one hundred thousand three hundred dollars and no cents) for the initial three (3)-year contract term, and renewal options not to exceed $34,786.25 (thirty four thousand seven hundred eighty six dollars and twenty five cents) for the first renewal period, and not to exceed $35,466.25 (thirty five thousand four hundred sixty six dollars and twenty five cents) for the second renewal period, on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6
Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7
Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in the Specifications defined in section 2 above. All requirements of this section shall be approved by FPUA.

Section 8
This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9
This Contract shall commence upon June 1, 2018 and end on May 31, 2021. There shall be two (2) one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster.

Section 10
Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11
This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12
FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

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

A. Termination for Convenience. FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and

Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:

ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;

iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:

   a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;

   b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating 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 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; and

   c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (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 Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

   The total sum to be paid Contractor under this subsection 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.

B. Termination for Cause. If 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 obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at

FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

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

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection 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 subsection A and the provisions of subsection A shall apply.

C. Termination for Non-Appropriation. FPUA 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 subsection A.

D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

A. Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
B. In accordance with section 2-63 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
C. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA.
D. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
E. Venue: This Contract shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

EXCELSIOR DEFENSE, INC.

BY: _____
Signature/Officer of Firm (Manual)

KRIS HALVERSON
Name (Typed or Printed)

TITLE: PRESIDENT

STATE OF: Florida

COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me this 9th day of May, 2018, by Kris Halverson, President, of Excelsior Defense, Inc.
Officer of Firm — Title — Name of Firm
a Florida corporation, on behalf of the corporation.
State

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

BETH M. MALCOMB
MY COMMISSION # GG 168453
EXPIRES: February 16, 2022
Bonded Thru Notary Public Underwriters

_____
Notary Public

My commission expires: 2/16/22

ATTEST: _____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
vice Chairman

DATE: 5/15/18

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

ORIGINAL

RETURN TO: Purchasing Program Manager Fort Pierce Utilities Authority **DELIVER TO:** 500 Boston Ave Fort Pierce, FL 34950-4291 **MAIL TO:** PO Box 3191 Fort Pierce, FL 34948-3191	**Fort Pierce Utilities Authority (FPUA)** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Contact: Nancy J. Palka PurchasingManager@fpua.com (772) 466-1600 x3272	**Bid No:** 18-41
Mandatory Pre-Bid Conference Date: N/A	**Bid Title:** SECURITY GUARD SERVICES
Mandatory Pre-Bid Conference Location: N/A	**Bid Opening Location:** Fort Pierce Utilities Authority Administration Conference Room 206 S 6th Street Fort Pierce, FL 34950-4222
Bid Due Date & Time: FRIDAY, APRIL 20, 2018 @ 3:00 PM	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: EXCELSIOR DEFENSE, INC. **Mailing Address:** 2660 5th Avenue North SAINT PETERSBURG, FL. 33713	***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 Kris Halverson **Authorized Signature (Manual)**
Phone Number: 727-527-9600	**Typed or Printed Name:** Kris Halverson
Fax Number: 727-520-1199	**Title:** President
E-Mail Address: khalverson@excelsiordefense.com	**Delivery in** not applicable **days, ARO**
Delivery: FOB Destination	**Payment Terms: Net 45 Days**
Bid Security is attached, when required, in the amount of $ N/A	**If returning as a "No Bid," please state reason:**

Nancy Palka

From: Nancy Palka
Sent: Tuesday, April 24, 2018 3:38 PM
To: 'Kristofor Halverson'
Subject: ITB No. 18-41 Security Guard Services - Excelsior Defense, Inc. - Need additional Information for ITB Submission to be compliant
Attachments: 18-41 Excelsior Defense-Bid Submission Form.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Open issues, BID RFP SA PB SS

Good Afternoon,

Upon review of your ITB Package, the following item(s) were not compliant:

1.) Bid Response Form – Year 3 price extension was incorrect, therefore the total bid price was incorrect.

To make your ITB Submission compliant please forward the attached Bid Submission Form, initialed and dated by the changes, and return to me, via e-mail, As soon as possible.

If you have any questions, please feel free to contact me.

Thank you,

Nancy Palka
Purchasing Program Manager
Fort Pierce Utilities Authority
(772)466-1600x3272
npalka@FPUA.com
purchasingmanager@FPUA.com

BID RESPONSE FORM

Bid Item	SECURITY GUARD SERVICES

Bid Number	18-41	Due Date and Time	APRIL 20, 2018 @ 3 PM

The offeror agrees to furnish and deliver to the Fort Pierce Utilities Authority at the place specified, the following items or services in accordance with specifications and scope of work herein at the prices quoted below:

Contract Year	Description	Hourly Rate	Total Annual Hours	Yearly Price
1	Hourly rate for one (1) Armed Security Guard	$15.41	2125	$32,746.25 ✓
2	Hourly rate for one (1) Armed Security Guard	$15.74	2125	$33,447.5 ✓ KH 4-24-18
3	Hourly rate for one (1) Armed Security Guard	$16.05	2125	~~$34,786.25~~ 34106.25
4	Hourly rate for one (1) Armed Security Guard	$16.37	2125	$34,786.25 ✓
5	Hourly rate for one (1) Armed Security Guard	$16.69	2125	$35,466.25 ✓
			TOTAL PRICE:	~~$174,232.50~~ 170 552.50 KH 4-24-18

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

None 4-18-18

Vendor EXCELSIOR DEFENSE, INC.

Address 2660 5th Avenue North

City, State, Zip Code SAINT PETERSBURG, FL. 33713

Email Address khalverson@excelsiordefense.com

Typed Name, Title Kris Halverson, President

Signature Kris Halverson **Date** 04/16/2018

Telephone # 727-327-9600 **Fax #** 727-520-1199

Is this business registered with the State of Florida as a minority-owned, disadvantaged business?

Yes / **No**

CERTIFICATION STATEMENT – LOCAL VENDOR PREFERENCE

N/A

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

1) That my company has had a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months prior to the issuance of the request for competitive bids or request for proposals by Fort Pierce Utilities Authority; and

2) That my company holds any business tax receipt(s) and contractor's Certificate(s) of Competency (if applicable) required by the City of Fort Pierce and/or St. Lucie County.

3) That my company is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other businesses.

4) Attached is a copy of my company's business tax receipt(s) and any required Certificate(s) of Competency.

Company Name: _____

Address: _____

Owner's Name: _____

Owner's Signature: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and copy(s) of your local business tax receipt(s) and Certificate(s) of Competency, as applicable, must be submitted with your bona fide Bid/RFP package.

FOR FPUA DEPARTMENT OF FINANCE ONLY – DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the Department of Finance:

Vendor certified by: _____ Date: _____

(Authorized Signature)

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P99000002113

Entity Name: EXCELSIOR DEFENSE, INC.

FILED
Jan 09, 2018
Secretary of State
CC8581480865

Current Principal Place of Business:

2660 5TH AVENUE NORTH
SAINT PETERSBURG, FL 33713

Current Mailing Address:

2660 5TH AVENUE NORTH
SAINT PETERSBURG, FL 33713 US

FEI Number: 59-3541210

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HALVERSON, KRISTOFOR
2660 5TH AVENUE NORTH
SAINT PETERSBURG, FL 33713 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DIRECTOR
Name	HALVERSON, KRISTOFOR
Address	2660 5TH AVENUE NORTH
City-State-Zip:	SAINT PETERSBURG FL 33713

Title	PRESIDENT
Name	HALVERSON, KRISTOFOR
Address	2660 5TH AVENUE NORTH
City-State-Zip:	SAINT PETERSBURG FL 33713

Title	SECRETARY
Name	HALVERSON, KRISTOFOR
Address	2660 5TH AVENUE NORTH
City-State-Zip:	SAINT PETERSBURG FL 33713

Title	TREASURER
Name	HALVERSON, KRISTOFOR
Address	2660 5TH AVENUE NORTH
City-State-Zip:	SAINT PETERSBURG FL 33713

Title	VP
Name	HALVERSON, EVANGELIA
Address	2660 5TH AVENUE NORTH
City-State-Zip:	SAINT PETERSBURG FL 33713

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KRISTOFOR HALVERSON PRESIDENT 01/09/2018

Electronic Signature of Signing Officer/Director Detail — Date

IRS FORM W-9 – TAXPAYER ID NUMBER AND CERTIFICATION

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
2660 5th Avenue North

Requester's name and address (optional)
Fort Pierce Utilities Authority
500 Boston Avenue
Fort Pierce, FL. 34950-4291

6 City, state, and ZIP code
SAINT PETERSBURG, FL. 33713

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
59-3541210

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 ▶ Kurt Halverson Date ▶ 04/16/2018

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.*

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

EXCELSIOR DEFENSE, 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 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: Kris Halverson

Date: 04/16/2018

NON-COLLUSION AFFIDAVIT FOR PRIME BIDDERS

STATE OF FLORIDA

COUNTY OF PINELLAS

Kris Halverson, being first duly sworn, deposes and says:

That he 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 Fort Pierce Utilities Authority, 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.

EXCELSIOR DEFENSE, INC.
(Firm Name)

By: Kris Halverson

Title: President

Subscribed and sworn to before me this 16th day of APRIL, 2018.

Beth M. Malcomb
Notary Public

My Commission expires: (Seal)
2/16/22

BETH M. MALCOMB
MY COMMISSION # GG 166453
EXPIRES: February 16, 2022
Bonded Thru Notary Public Underwriters

AMENDMENT NUMBER 1
FORT PIERCE UTILITIES AUTHORITY
CONTRACT FOR
SECURITY GUARD SERVICES
WITH
EXCELSIOR DEFENSE, INC.

Effective upon execution, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above-named Contract, made on **May 15, 2018** as follows:

Section 2

Add: The Specification and Scope of Work in accordance with Bid No. 18-41 shall be amended to include in section 3. Specifications, B: "1. Additional security guard(s) may be requested by FPUA on a daily basis during a natural disaster, pandemic or other emergency event, or as otherwise requested by FPUA. 2. Any additional guard(s) required shall be approved by FPUA's Director of Utility Support Services, or other FPUA delegated personnel, in writing in advance prior to commencement of such additional security guard service(s)."

Section 5

Delete: "Total job price: not to exceed $100,300.00 (one hundred thousand three hundred dollars and no cents) for the initial three (3)-year contract term, and renewal options not to exceed $34,786.25 (thirty four thousand seven hundred eighty six dollars and twenty five cents) for the first renewal period, and not to exceed $35,466.25 (thirty five thousand four hundred sixty six dollars and twenty five cents) for the second renewal period, on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract."

Replace with: "Total job price: not to exceed $103,300.00 (one hundred three thousand three hundred dollars and zero cents) for the initial three (3)-year contract term, and renewal options not to exceed $37,786.25 (thirty seven thousand seven hundred eighty six dollars and twenty five cents) for the first renewal period, and not to exceed $38,466.25 (thirty eight thousand four hundred sixty six dollars and twenty five cents) for the second renewal period, on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract."

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed, and delivered in the presence of:

EXCELSIOR DEFENSE, INC.

BY: Kris Halverson
Signature/Officer of Firm (Manual)

Kris Halverson
Name (Typed or Printed)

TITLE: President

ATTEST:
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY:
Chairman

DATE: July 21, 2020

APPROVED AS TO FORM & CORRECTNESS:

BY:
Fort Pierce Utilities Authority Attorney

AMENDMENT NUMBER 2
FORT PIERCE UTILITIES AUTHORITY
CONTRACT FOR
SECURITY GUARD SERVICES
WITH
EXCELSIOR DEFENSE, INC.

Effective upon execution, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree to amend the above-named Contract, made on **May 15, 2018** as follows:

Section 5

Delete: "Total job price: not to exceed $103,300.00 (one hundred three thousand three hundred dollars and zero cents) for the initial three (3)-year contract term, and renewal options not to exceed $37,786.25 (thirty seven thousand seven hundred eighty six dollars and twenty five cents) for the first renewal period, and not to exceed $38,466.25 (thirty eight thousand four hundred sixty six dollars and twenty five cents) for the second renewal period, on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract."

Replace with: "Total job price: not to exceed $50,000.00 (fifty thousand dollars and zero cents) annually, on the terms contained in Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract. FPUA accepts the Price Increase Proposal dated August 4, 2021 included as Attachment A."

Section 9

Delete: "This Contract shall commence upon June 1, 2018 and end on May 31, 2021. There shall be two (2) one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster."

Replace with: "This Contract shall commence upon June 1, 2018 and end on May 31, 2021. There shall be four (4) one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster."

Section 14

The following shall be included as a new Section 14:

A. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095 a contract terminated under this provision is not a breach of contract.

B. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

C. **Public Records.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

1) Keep and maintain public records required by FPUA to perform the service;

2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;

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

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed, and delivered in the presence of:

EXCELSIOR DEFENSE, INC.

BY: _____
Signature/Officer of Firm (Manual)

KRIS HALVERSON
Name (Typed or Printed)

TITLE: PRESIDENT

ATTEST: _____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: 10/19/21

APPROVED AS TO FORM & CORRECTNESS:

BY: RNK
Fort Pierce Utilities Authority Attorney

ATTACHMENT A

EXCELSIOR DEFENSE

August 04, 2021

Nicole Tipton
Fort Pierce Utilities Authority (FPUA)

REF: RATE INCREASE (FPUA)

Dear Ms. Tipton,

It is never easy to send out notifications of a bill rate increase; however, as a result of a security industry demand of higher wages, not to mention the current market and economic conditions, we are seeing rates increase across the board including the consumer price index pushing up yearly inflation and minimum wages in Florida. Unfortunately, we have no option but to increase our fees. Please know that we continue to look for ways to cut costs so we can pass savings to our customers.

FPUA	MFC	
	Guard I	
DESCRIPTION		
SCA WAGE BASE RATE		$15.00
Uniform		$0.04
Subtotal		**$15.04**
Fringe and Overhead	***% of Total***	
Vacation Pay (5 Days): ***[40/2040]***	*1.96%*	*$0.29*
Social Security:	*6.20%*	*$0.93*
Medicare:	*1.45%*	*$0.22*
FUTA:	*6.00%*	*$0.90*
Liability Insurance:		*$0.22*
Workman Comp:		*$0.60*
Subtotal		**$18.21**
G&A	**6.25%**	$1.14
PROFIT	**5.75%**	$1.05
Total Bill Rate		$20.39

(FPUA) 206 South 6th St, Fort Pierce, FL 34950
One unarmed (GUARD II) to cover: Monday – Friday: 0900-1700, 8.5 Hours Per Day, excluding Holidays and Weekends. Plus .5 hours extra for opening after a Federal holiday.

PERIOD: October 01, 2021 – September 30, 2022

Period	DESCRIPTION NAME	QTY	UNIT	UNIT PRICE	Total
247 Days 11 Holidays	Guard II Armed	2125	HR	$20.39	**$43,328.75**

PERIOD: October 01, 2022 – September 30, 2023

Period	DESCRIPTION NAME	QTY	UNIT	UNIT PRICE	Total
246 Days 11 Holidays	Guard II Armed	2125	HR	$21.00	**$44,626.00**

PERIOD: October 01, 2023 – September 30, 2024

Period	DESCRIPTION NAME	QTY	UNIT	UNIT PRICE	Total
247 Days 11 Holidays	Guard II Armed	2125	HR	$21.63	**$45,963.75**

If you have any questions, please contact us at (727) 527-9600. We thank you for your continued support.

Sincerely,
Kris Halverson
President

AMENDMENT NO. 3
TO CONTRACT FOR SECURITY GUARD SERVICES
POA NO. 18-41

THIS THIRD AMENDMENT ("Third Amendment") is made and entered into between the Fort Pierce Utilities Authority ("FPUA") and Excelsior Defense, Inc., a Florida Corporation, with its principal address at 2660 5th Avenue North, Saint Petersburg, Florida 33713 ("Contractor").

WHEREAS, the parties entered into a contract for Security Guard Services effective May 15, 2018, which was subsequently amended by that First Amendment dated July 21, 2020 and that Second Amendment dated October 19, 2021 (as amended the "Agreement"); and

WHEREAS, the parties desire to further amend the Agreement to increase the Contract amount and extend the term.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Section 5 of the Agreement is amended to increase the total job price from "not to exceed $50,000.00 (fifty thousand dollars and zero cents) annually" to "not to exceed $55,000.00 annually".

2. Section 9 of the Agreement is deleted in its entirety and replaced with the following Section 9:

Section 9
This Contract shall commence on June 1, 2018 and end on May 31, 2024. There shall be one renewal option for an addition 1-year term on terms and conditions that are mutually acceptable in writing to the parties. This Contract will remain in effect in the event of a natural disaster.

3. This Third Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of the Agreement remain in full force and effect. Any conflict between the provisions of this Third Amendment and the Agreement shall be resolved in favor of the provisions of this Third Amendment.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date set forth below.

FORT PIERCE UTILITIES AUTHORITY

Chair

6/6/23

Date

EXCELSIOR DEFENSE, INC.

Kristofor L Halverson:A0109800000 0168BE2DA125000039E8

Digitally signed by Kristofor L Halverson:A0109800000168BE2DA125000039E8 Date: 2023.05.23 09:29:28 -04'00'

Printed Name

President

Title

05/23/2023

Date

ATTEST:

Secretary

APPROVED AS TO LEGAL FORM:

FPUA General Counsel

Fort Pierce Utilities Authority
Regulatory Affairs Department
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

March 15, 2024 **SENT VIA EMAIL TO:**
khalverson@excelsiordefense.com

Kris Halverson
Excelsior Defense, Inc.
2660 5th Avenue North
Saint Petersburg, FL 33713

RE: POA 18-41 Security Guard Services

Dear **Mr. Halverson**:

This is official notification to your firm that Fort Pierce Utilities Authority (FPUA) has agreed to extend your current contract for **"Security Guard Services"** for a period of **12** months beginning **June 1, 2024** and ending on **May 31, 2025**. This is the **4th and final** renewal of 4 **1-year** renewal options. This renewal is granted under the same terms and conditions as the original contract and Amendment No. 1, No. 2 and No. 3 in an amount not to exceed **$55,000.00** annually. A purchase order will be issued to you upon your acceptance of the renewed contract term.

We also need to receive a current copy of your Certificate of Insurance (COI) for the insurance coverage(s) required by the contract. Please include a copy of the Additional Insured Endorsement pages from your General Liability policy. **Certificates of Insurance must be completed as follows:**

Certificate Holder
Fort Pierce Utilities Authority
PO Box 3191
Fort Pierce FL 34948-3191

Additional Insured
Fort Pierce Utilities Authority

Fort Pierce Utilities Authority
Regulatory Affairs
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

This document must be signed by a person registered with the Florida Department of State as a company officer (or by someone authorized by such a person via affidavit or corporate resolution) who is authorized to sign contracts on behalf of the company. If signed by someone not listed as a company officer on the website sunbiz.org, please return with this document, a copy of the affidavit or resolution giving contracting signature authority to the signer.

Please return this properly executed document by e-mail to indicate acceptance.

Thank you.

Sincerely,
Julie Sizemore
Julie Sizemore
Customer Service Manager

ACCEPTED BY:
EXCELSIOR DEFENSE, INC.

_____
Signature/Officer of Firm

_____
Name (Typed or Printed)

President
Title

_____
Date

CITY OF FORT PIERCE
Affidavit Regarding the Use Coercion for Labor or Services

Vendor Name: EXCELSIOR DEFENSE, INC.
Authorized Representative's Name and Title: KRIS HALVERSON, PRESIDENT
Address: 2660 5TH AVE. N.
City: ST. PETE State: FL. Zip Code: 33713
Phone Number: 727-527-9620 Email Address: Khalverson@excelsiordefense.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: Kris Halverson KRIS HALVERSON, Pres. 2/3/25
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF Pinellas

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 3rd day of February, 20 25 by Kris Halverson, who is ☒ personally known or ☐ produced identification (ID produced: _____).

Notary Public Signature: Beth M Malcomb (Seal)

Print Name: Beth M Malcomb My Commission Expires: 2/16/26

BETH M. MALCOMB
Notary Public - State of Florida
Commission # HH 225743
My Comm. Expires Feb 16, 2026
Bonded through National Notary Assn.

City Commission Regular Meeting **11. f.**

Meeting Date: 02/18/2025

Re: Approval of Motorola Handheld Radio upgrade for the Police Department and City Departments not to exceed $2,675,982.08.

Submitted For: Robert Ridle, Deputy Chief, Dist. 2, Police Department

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SUBJECT:

Approval of expenditure to purchase 244 Motorola N70 handheld radios, including all related accessories, programming, and a seven-year repair/replacement plan for damaged or broken units, for a cost not to exceed $2,675,982.08, based on NASPO Contract 19860 - NASPO 00318.170.

SUMMARY:

The Police Department is requesting approval to purchase 244 Motorola N70 handheld radios, including all related accessories, programming, and a seven-year repair/replacement plan for damaged or broken units, for a cost not to exceed $2,675,982.08. Pricing for this purchase is based on NASPO Contract: 19860 - NASPO 00318.

Allocation of Radios:
- 170 radios will be assigned to the Police Department to ensure continued operational effectiveness.
- 74 radios will be distributed among various City Departments to support communication needs across municipal operations.

Justification:
The current fleet of Motorola portable radios are expected to reach their end-of-life this year. After this period, Motorola will no longer provide service or replacement parts for these models. We have already experienced an increased failure rate, along with the deterioration of critical components such as knobs, antennas, and shoulder microphones, compromising operational efficiency and safety.

Motorola has recommended transitioning to the APX N70 model, which offers advanced features that will greatly enhance our communications infrastructure, including:
- Cloud-based programming reduces the need for manual updates.
- AT&T FirstNet cellular backup ensures redundancy in case of radio network failures.
- GPS location tracking and smart mapping, enhancing situational awareness and response coordination.
- Improved durability and reliability, reducing long-term maintenance costs.

These enhancements will significantly improve the City’s operational efficiency, response capabilities, and disaster preparedness, ensuring uninterrupted communications even during large-scale emergencies.

Funding:
- The total cost for the radios, accessories, programming, and seven-year repair/replacement coverage is not to exceed $2,675,982.08.

- Funding for this purchase will be provided by Project ARP21, Restricted American Rescue Restricted Fund Capital Item.

RECOMMENDATION:

Staff recommends approval of the purchase.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Robert Ridle, Deputy Chief
Jason Braun, Captain

COORDINATED WITH:

Robert Ridle, Deputy Chief
Jason Braun, Captain
Motorola

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	FY25
Account:	1171111-564405
Amount:	2,675,982.08

FISCAL IMPACT:

Funding for this purchase will be provided by Project ARP21, Restricted American Rescue Restricted Fund 117.

Attachments

Quote Motorola
Notice to Proceed
Invoice Motorola

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/11/2025 04:42 PM
City Manager	Linda Cox	02/11/2025 06:40 PM
Form Started By: Jason Braun		Started On: 02/03/2025 03:18 PM
Final Approval Date: 02/11/2025		

Quote Number: QUOTE-2934131

Billing Address:
FORT PIERCE POLICE DEPARTMENT
920 S US HWY 1
FORT PIERCE, FL 34950

Quote Created By:
Luke Tucker
ltucker@emciwireless.com

Customer: FORT PIERCE POLICE DEPARTMENT, CITY OF
Contact Name: Jason Braun
Contact Email: jbraun@fppd.org
Contact Phone: (772) 828-9295

Quote Date: 12-18-2024
Expiration Date: 3-18-2024
Contract Name: 19860 - NASPO 00318

Terms and Conditions: none

Line #	Item Number	Description	Quantity	Term	Unit List Price	Ext. List Price	Unit Sale Price	Ext. Sale Price
	APX™ N70							
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE.	244		$5,014.00	$1,223,416.00	$3,660.22	$893,093.68
2	QA08821AA	ALT: 7800 STUBBY 762-870MHZ	244		28.6	$6,978.40	$20.88	$5,094.72
3	QA08824AA	ALT: 3.0" HOLSTER.	244		$12.87	$3,140.28	$9.40	$2,293.60
4	QA09030AA	ADD: RADIOCENTRAL W CPS.	244		$0.00	$0.00	$0.00	$0.00
5	QA09016AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	244		$0.00	$0.00	$0.00	$0.00
6	QA09017AA	ADD: P25 LINK LAYER AUTHENTICATION.	244		$0.00	$0.00	$0.00	$0.00
7	H499KC	ENH: SUBMERSIBLE (DELTA T).	244		$0.00	$0.00	$0.00	$0.00
8	QA03399AK	ADD: ENHANCED DATA.	244		$0.00	$0.00	$0.00	$0.00
9	BD00001AA	ADD: CORE BUNDLE.	244		$3,106.00	$757,864.00	$2,267.38	$553,240.72
10	BD00037AA	ADD: AUDIO BUNDLE.	244		$268.00	$65,392.00	$195.64	$47,736.16
11	Q387CB	ADD: MULTICAST VOTING SCAN.	244		$0.00	$0.00	$0.00	$0.00
12	BD00010AB	ADD: SECURITY BUNDLE.	244		$1,147.00	$279,868.00	$837.31	$204,303.64
13	QA01833AH	ADD: EXTREME NOISE REDUCTION.	244		$0.00	$0.00	$0.00	$0.00
14	QA07680AA	ADD: MULTI SYSTEM OTAR.	244		$0.00	$0.00	$0.00	$0.00
15	H38DA	ADD: SMARTZONE OPERATION.	244		$0.00	$0.00	$0.00	$0.00
16	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY.	244		$0.00	$0.00	$0.00	$0.00
17	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	244		$0.00	$0.00	$0.00	$0.00
18	QA00580BA	ADD: TDMA OPERATION.	244		$0.00	$0.00	$0.00	$0.00
19	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME.	244		$0.00	$0.00	$0.00	$0.00
20	QA09001AM	ADD: WIFI CAPABILITY.	244		$0.00	$0.00	$0.00	$0.00
21	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION.	244		$0.00	$0.00	$0.00	$0.00
22	QA09028AA	ADD: VIQI VC RADIO OPERATION.	244		$0.00	$0.00	$0.00	$0.00
23	H797DW	ENH: DVP-XL ENCRYPTION AND ADP.	244		$0.00	$0.00	$0.00	$0.00
24	Q15AK	ADD: AES/DES-XL/DES-OFB ENCR AND ADP.	244		$0.00	$0.00	$0.00	$0.00
25	QA09113AA	ADD: BASELINE RELEASE SW.	244		$0.00	$0.00	$0.00	$0.00
26	Q361CD	ADD: P25 9600 BAUD TRUNKING.	244		$0.00	$0.00	$0.00	$0.00
27	LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG.	244	7 YEARS	$837.65	$204,386.60	$837.65	$204,386.60
28	SSV01S01406A	SMARTCONNECT.	244	7 YEARS	$525.00	$128,100.00	$525.00	$128,100.00
29	SSV01S01476A	SMARTLOCATE	244	7 YEARS	$525.00	$128,100.00	$525.00	$128,100.00
30	SSV01S01907A	SMARTMAPPING	244	7 YEARS	$525.00	$128,100.00	$525.00	$128,100.00
31	SSV01S01407A	SMARTPROGRAMMING	244	7 YEARS	$525.00	$128,100.00	$525.00	$128,100.00
32	LSV01S03082A	RADIOCENTRAL PROGRAMMING.	244	7 YEARS	$224.28	$54,724.32	$224.28	$54,724.32
	Standalone Items							
33	PMPN4604A	DESKTOP CHARGER	244		$207.14	$50,542.16	$151.21	$36,895.24
34	PMMN4142A	XVP730 REMOTE SPEAKER MIC	244		$486.00	$118,584.00	$354.78	$86,566.32
35	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T.	122		$225.50	$27,511.00	$164.62	$20,083.64
36	AN000418A01	MULTI UNIT CHARGER	8		$1,799.29	$14,394.32	$1,313.48	$10,507.84
37	PMPN4591A	GCAI MINI TO GCAI ADAPTER CABLE	20		$186.00	$3,720.00	$135.78	$2,715.60
	Programming		244		$185.00		$185.00	$45,140.00
	Command Central Aware	(250 Devices)	1	7 YEARS	$10,000.00		$10,000.00	$70,000.00

Net Total	**$2,749,182.08**
Estimated Tax	**$0.00**
Estimated Freight	**$0.00**
Sub Total	**$2,749,182.08**
Trade-In	**-$73,200.00**
Total Quote	**$2,675,982.08**

Fort Pierce Police Department
920 S US HWY 1.
Fort Pierce, FL 34950

December 18, 2024

To: Motorola Solutions, Inc.("Motorola")
500 W. Monroe St.
Chicago, IL 60661

Re: **FORT PIERCE POLICE DEPARTMENT APX N70 RADIO FLEET REPLACEMENT**

Contract Name / Number: **NASPO 00318**

Proposal / Quote Ref & (required): **QUOTE-2934131**

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on the Proposal / Quote dated December 18, 2024, for the purchase price of **$2,675,982.08**, subject to the terms and conditions of NASPO 00318.

The **FORT PIERCE POLICE DEPARTMENT** agrees to pay Motorola Solutions "Net 30 days from receiving an invoice" for the equipment and services.

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement

Define Other Payment Milestones: Equipment shall be invoiced upon shipment, Services invoiced upon rendering. Subscription Services shall be invoiced in full with final shipment.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms. Once billed, invoices shall be sent and emailed to the Customer at the following address: FORT PIERCE POLICE DEPARTMENT, 920 S US HWY 1 FORT PIERCE, FL 34950.

Invoices should reference: QUOTE-2934131

The equipment will be shipped to the Customer at the following address: FORT PIERCE POLICE DEPARTMENT, 920 S US HWY 1, FT PIERCE, FL 34950.

The ultimate destination address (if different from the ship to above) where the equipment will be delivered to Customer is: FORT PIERCE POLICE DEPARTMENT, 920 S US HWY 1, FT PIERCE, FL 34950.

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please contact the Fort Pierce Police Department Captain, Jason Braun (772) 828-9295.

Sincerely yours,

By: _____ Date: 12/23/24
Jason Braun
Fort Pierce Police ~~Captain~~ Deputy Chief

MOTOROLA SOLUTIONS
500 West Monroe
Chicago IL 60661

January 16, 2025

FORT PIERCE POLICE DEPT, CITY OF
920 S US HWY 1
FORT PIERCE FL 34950
UNITED STATES

Customer Account Number: 1036074194

Dear Valued Customer,

In order to improve communications with our customers and provide transparency around our underlying statement of records, we have prepared for you a summary Customer Account Statement detailing open transactions on your customer account and copies of outstanding invoices.

If you have any questions or need assistance in regards to payment of your outstanding account balance, please contact your dedicated Motorola Solutions analyst mentioned in the Summary Account Statement.

Best Regards,

Motorola Accounts Receivable

FORT PIERCE POLICE DEPT, CITY OF
CUSTOMER ACCOUNT STATEMENT

Account Number: 1036074194
January 16, 2025

Dear Valued Customer,

We want to take this opportunity to thank you for your business. A summary of amounts outstanding on your customer account is provided for your convenience.

To view your invoices and perform secure online bill payment, login to your account on Partner Hub/Customer Hub. For online support, contact the Motorola Solutions Support team using the online Chat feature or by calling 1-800-422-4210.

Please arrange timely payment of outstanding invoices as per their due date. Copies of the invoices that make up this balance have been included for your convenience.

If you believe you are receiving this notice in error or your payment records differ from ours, please contact your dedicated Motorola Solutions Analyst.

Transaction Number	PO Number	Document Type	Due Date	Currency	Amount
BILL TO SITE: 60409144. 920 S US HWY 1, FORT PIERCE, FL, 34950, US					
1187138760	NTP	Invoice	01/26/2025	USD	2,675,982.08
TOTAL CUSTOMER BALANCE:				**USD**	**2,675,982.08**
PAYMENT OVERDUE:				**USD**	**0.00**

Our contact information:
Phone: 888-919-6551, then press 2
Email: AccountsReceivable@motorolasolutions.com

Remittance advice may be sent to us.remittance@motorolasolutions.com or to your dedicated Motorola Solutions Analyst. If the remittance details are not provided, we reserve the right to apply open credits against your outstanding open invoices. Outstanding credits that cannot be applied to open invoices after 180 days will be treated as Unclaimed Property.

Please make payment using the details on your invoice or the method most convenient to you from the list below:

100000 03 06 000943 007648 P

PAY ONLINE

Login to Partner Hub/Customer Hub and use your Motorola Solutions login ID to make payments using credit card, bank transfer or your available credits. If you do not have an account, you can sign up here.

PAY BY ACH / WIRE

Bank: **Bank of America**

ABA Routing Number for ACH: **111000012**

ABA Routing Number for Wire Transfer: **026009593**

Bank Account Number: **3756319806**

PAY BY MAIL

Send in your check along with remittance advice to the address on your invoice

PAY BY PHONE

Contact Customer Service.

Phone: 888-919-6551, then press 1

To increase your satisfaction with our invoicing process, we will be sending survey e-mails related to already paid invoices. It would be appreciated if you could share your opinion which will help us to improve the quality of service provided.

100000 04 06 000943 007649 P

MOTOROLA SOLUTIONS

ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Transaction Number	Transaction Date	Transaction Total
1187138760	27-DEC-2024	**2,675,982.08 USD**

P.O. Number	P.O. Date	Customer Account No
NTP	23-DEC-2024	1036074194

Payment Terms	Payment Due Date
Net Due in 30 Days	26-JAN-2025

Visit our website at www.motorolasolutions.com

Bill To Address

FORT PIERCE POLICE DEPT, CITY OF
ATTN: Accounts Payable
920 S US HWY 1
FORT PIERCE FL 34950
United States

IMPORTANT INFORMATION

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): 3203612781

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	244	356.00	86,864.00
2	PMPN4591A	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	8	1,317.89	10,543.12
3	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	122	162.63	19,840.86
4	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	244	151.73	37,022.12
5	PMLN8334A	CABLES-ADAPTER CABLES,GCAI MINI TO GCAI CABLE ADAPTER, FOR APX	20	136.25	2,725.00
6	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	244	3,536.17	862,825.48
7	LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG	244	837.65	204,386.60

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date	Transaction Total	Amount Paid
1187138760	1036074194	26-JAN-2025	**2,675,982.08 USD**	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

FORT PIERCE POLICE DEPT, CITY OF
ATTN: Accounts Payable
920 S US HWY 1
FORT PIERCE FL 34950
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

100000 05 06 000943 007650 P

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
1187138760	27-DEC-2024	**2,675,982.08 USD**

P.O. Number	P.O. Date	Customer Account No
NTP	23-DEC-2024	1036074194

Payment Terms	Payment Due Date
Net Due in 30 Days	26-JAN-2025

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
8	LSV01S03082A	RADIOCENTRAL PROGRAMMING	244	160.20	39,088.80
9	SSV01S01407A	SMARTPROGRAMMING	244	375.00	91,500.00
10	SSV01S01406A	SMARTCONNECT	244	375.00	91,500.00
11	SSV01S01476A	SMARTLOCATE	244	375.00	91,500.00
12	SSV01S01907A	SMARTMAPPING	244	375.00	91,500.00
13	BD00001AA	ADD: CORE BUNDLE	244	2,190.66	534,521.04
14	BD00037AA	ADD: AUDIO BUNDLE	244	189.02	46,120.88
15	BD00010AB	ADD: SECURITY BUNDLE	244	808.98	197,391.12
16	QA08821AA	ALT: 7800 STUBBY 762-870MHZ	244	20.17	4,921.48
17	QA08824AA	ALT: 3.0" HOLSTER	244	9.08	2,215.52
18	SSV00S04179A	AWARE STANDARD	1	57,658.94	57,658.94
19	SVC03SVC0126D	TECHNICAL ASSISTANCE	244	171.40	41,821.60
20		APX NEXT DEVICE ADVANCED	1	162,035.52	162,035.52
21		THIS IS NOT A SHIPPING INVOICE. IT IS BEING GENERATED PER THE CUSTOMER'S REQUEST. THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS	0	0.00	0.00

USD Subtotal	**2,675,982.08**
USD Total Tax	**0.00**
USD Total	**2,675,982.08**
USD Amount Due	**2,675,982.08**

* *

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DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

City Commission Regular Meeting **12. a.**

Meeting Date: 02/18/2025

Re: 25-013 St. Lucie Commerce PD

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Quasi-Judicial Hearing - Ordinance 25-013: Review and approval of an amendment to the City's Zoning Atlas to rezone six (6) parcels generally located on Energy Lane and containing approximately 108.78-acres from Light Industrial (I-1) to Planned Development (PD). FIRST READING.

SUMMARY:

History:

The St. Lucie Commerce Center (SLCC) was approved by the City of Fort Pierce City Commission on May 16, 2022, for development as a Light Industrial commerce park, which proposed six (6) warehouse distribution buildings totaling 1,215,000 square feet with associated site features consisting of parking, landscaping, lighting, stormwater management and utilities. It is adjacent on its north property line to Heavy Industrial (I-3) zoning, occupied by a concrete batch plant, and adjacent to the western parcels are a natural gas-burning municipal power plant and the in-build Mainland Wastewater treatment facility which will process all sewer for the City of Fort Pierce.

To the south of SLCC is a concrete fixture manufacturing facility and vacant land entitled for heavy industrial (SLC) development.

Proposal:

Because of the existing and increasing intensity along the northern, western and southern property lines, St. Lucie CC proposes to amend the City of Fort Pierce Zoning Atlas to allow for a step-down in intensity from those more intense uses on the subject boundaries while keeping the existing light industrial entitlements as a buffer to the east.

The application proposes a split of uses between the proposed LIGHT INDUSTRIAL and MEDIUM INDUSTRIAL areas of the Planned Development. Staff have analyzed and recommend that the table of allowed uses below be incorporated within the Planned Development agreement.

RECOMMENDATION:

Staff recommend that City Commission APPROVE the Zoning Atlas Map Amendment from LIGHT INDUSTRIAL to PLANNED DEVELOPMENT subject to the Site Plan, Development Agreement and Associated Conditions.

ALTERNATIVES:

•MOTION TO APPROVE the proposed ZONING ATLAS MAP AMENDMENT with the associated site plan and Development Agreement with alternative/additional conditions.

OR

•MOTION TO DENY the proposed ZONING ATLAS MAP AMENDMENT

RESPONSIBLE STAFF:
Kev Freeman, Planning Director.

COORDINATED WITH:
Technical Review Committee
Planning Board
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N
OTHER INFORMATION:
N/A

Attachments

25-013 Staff Report
25-013 Staff Presentation
Ordinance 25-013
PD Development Agreement
Application Packet
Applicant Resubmittal Letter
CA Memo PD
CA Memo DA
Mailout list
Public Notification Certification
25-013 Mailout Buffer
Business Impact Form
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	02/04/2025 04:31 PM

Form Started By: Kev Freeman
Started On: 01/31/2025 09:33 AM
Final Approval Date: 02/04/2025

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: 25-003 St. LUCIE COMMERCE CENTER, ENERGY LANE

REVIEWER: KEV FREEMAN, PLANNING DIRECTOR

Date: FEBRUARY 4th, 2025

STAFF REPORT

Owner: St. Lucie Commerce Center, LLC, 30 S. Hope Chapel RD, Jackson, NJ 08527

Representative: Leslie Olsen, District Planning Group.

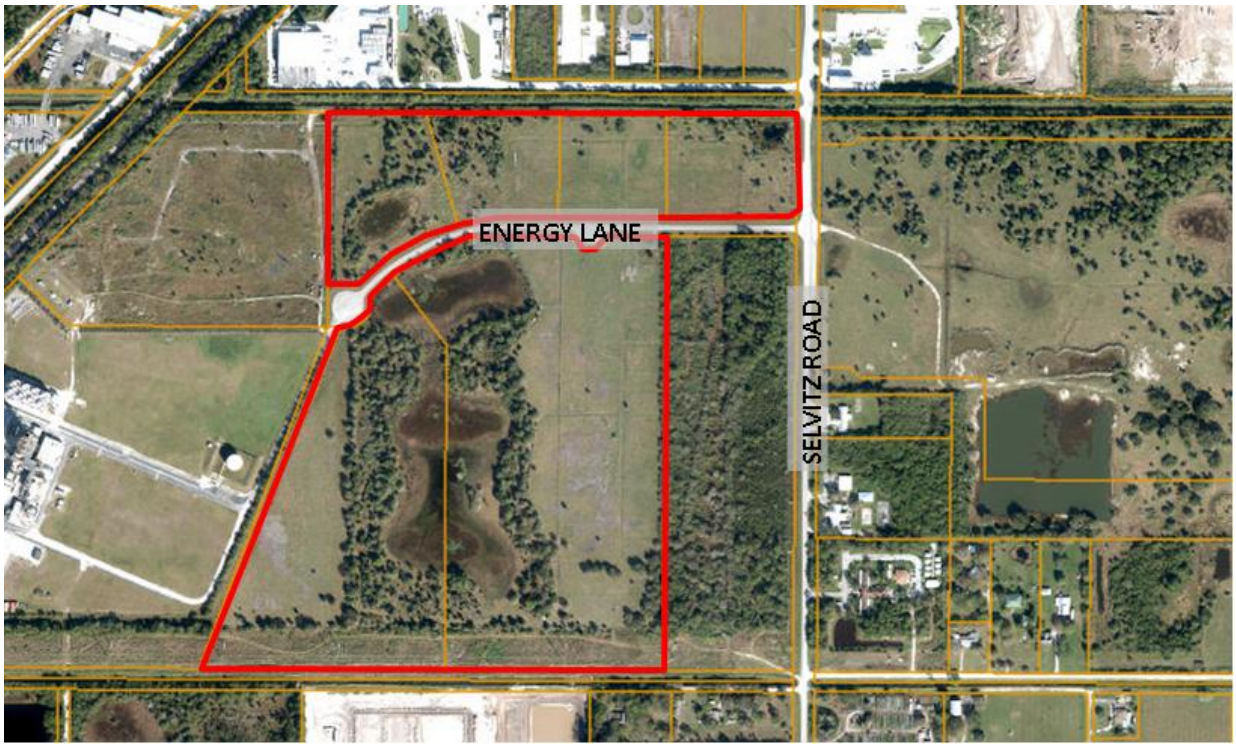
Applicant's Request: Rezoning of six (6) parcels generally located at or near Energy Lane in the City, containing approximately 108.38 Acres from Light Industrial to Planned Development (PD).

Location: The subject parcel is generally located southeast of Glades Cut Off Road and west of Selvitz Road on the north and south of Energy Lane

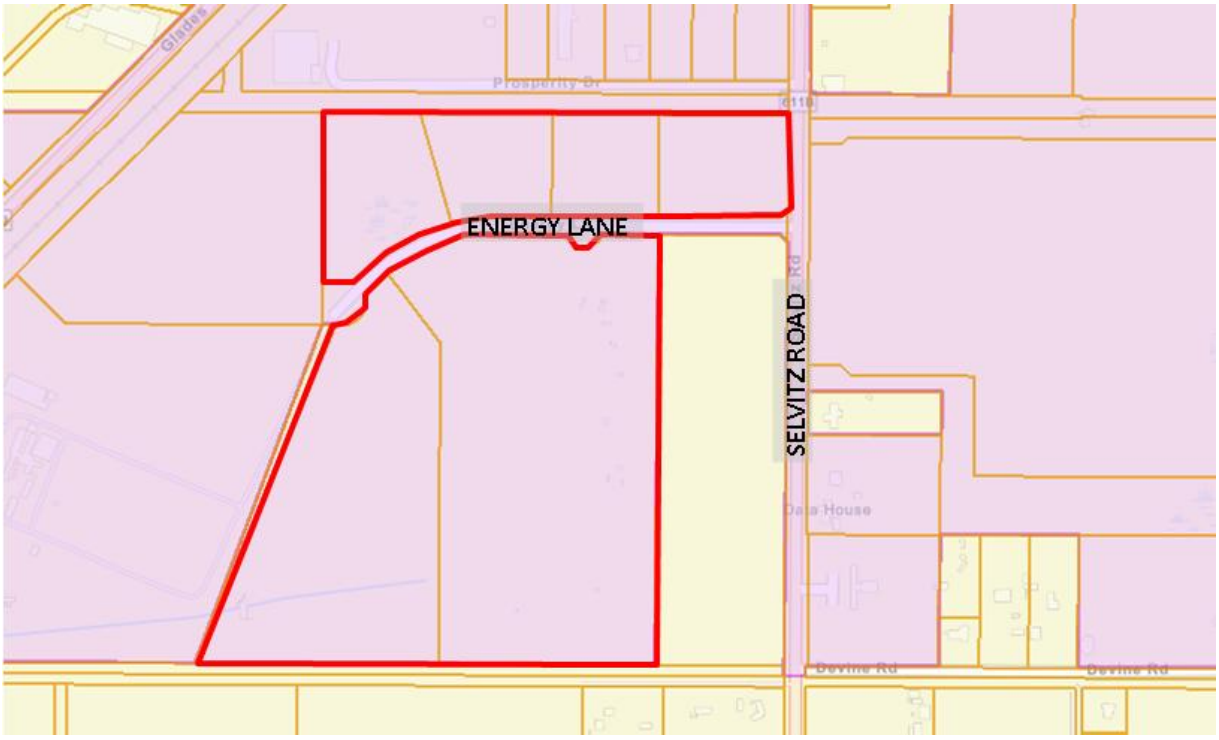
Size: 108.78 +/- acres

Parcel ID(s): 2431-800-0002-000-0, 2431-800-0003-000-7, 2431-800-0004-000-4, 2431-800-0005-000-1, 2431-800-0007-000-5, 2431-800-0006-000-8.

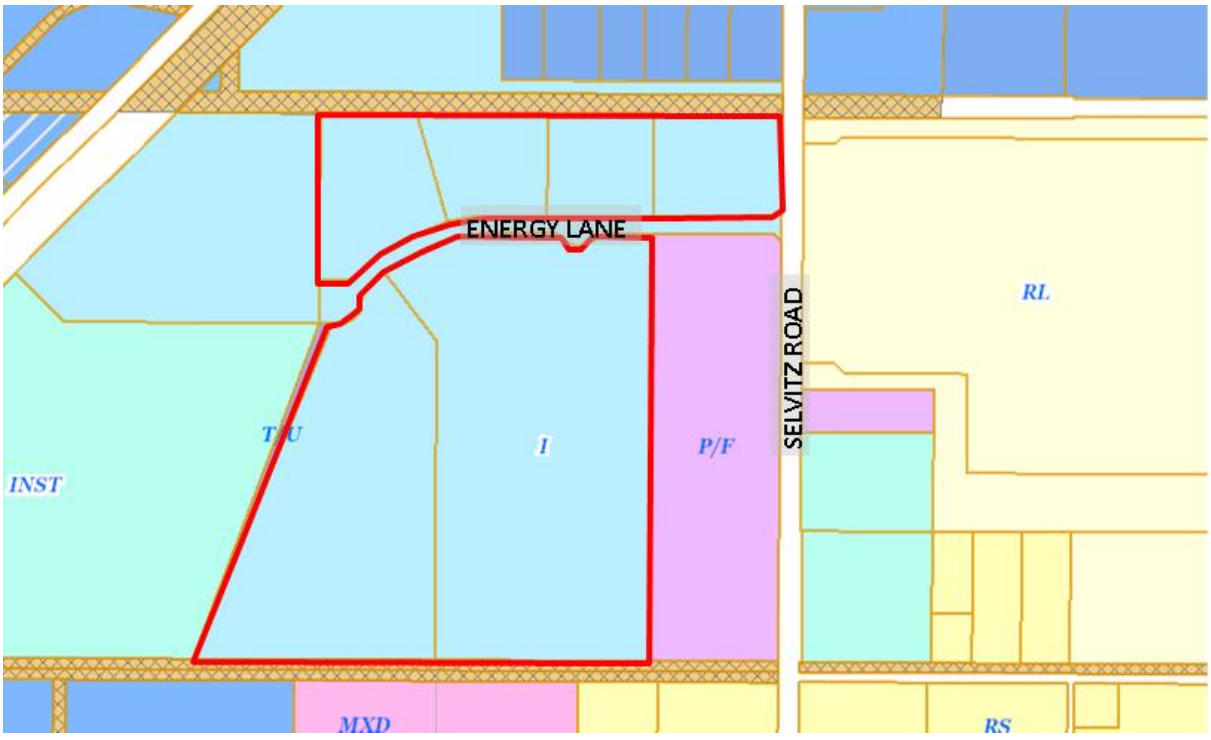
Location:



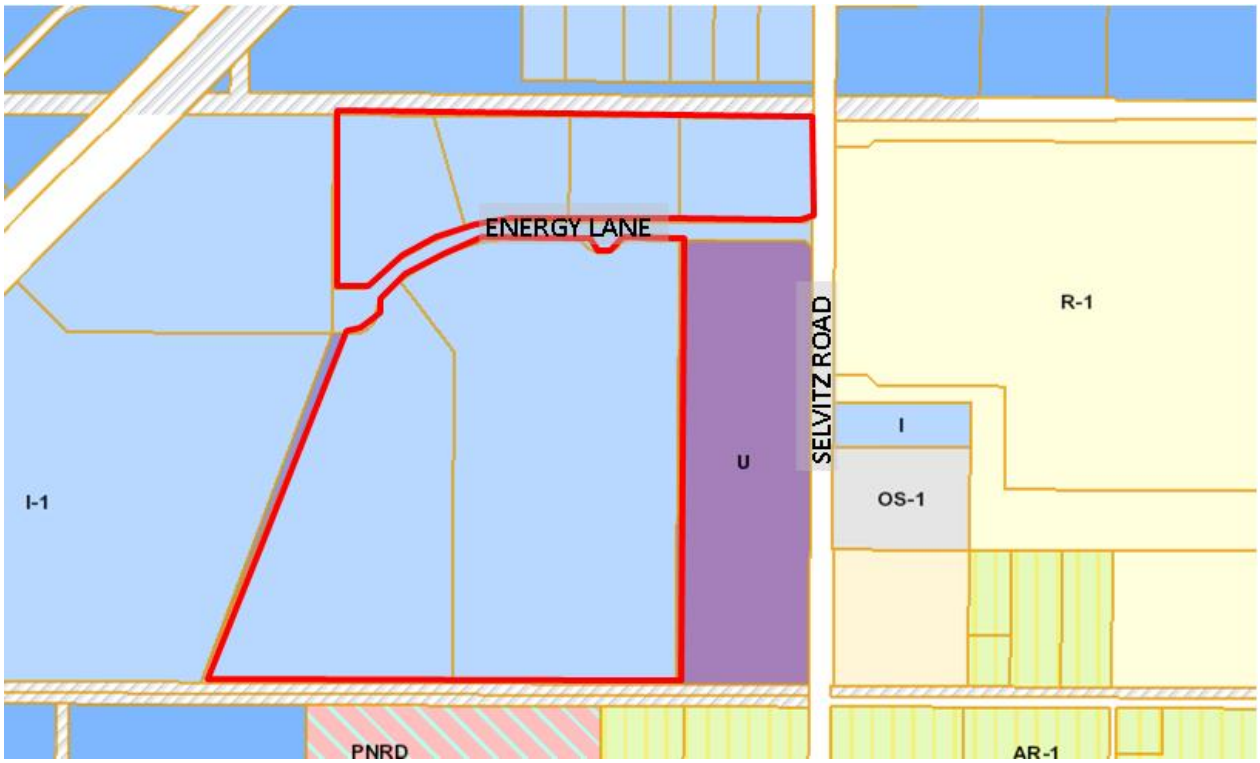
City Limits:



Future Land Use: Industrial (I)



Current Zoning: Light Industrial (IL)



Surrounding Zoning:

North	East	South	West
I-3, I-1	COUNTY UTILITY	COUNTY PNRD	I-1

Site Area: +/-108.38 acres

Utilities: Located within the FPUA Service Area

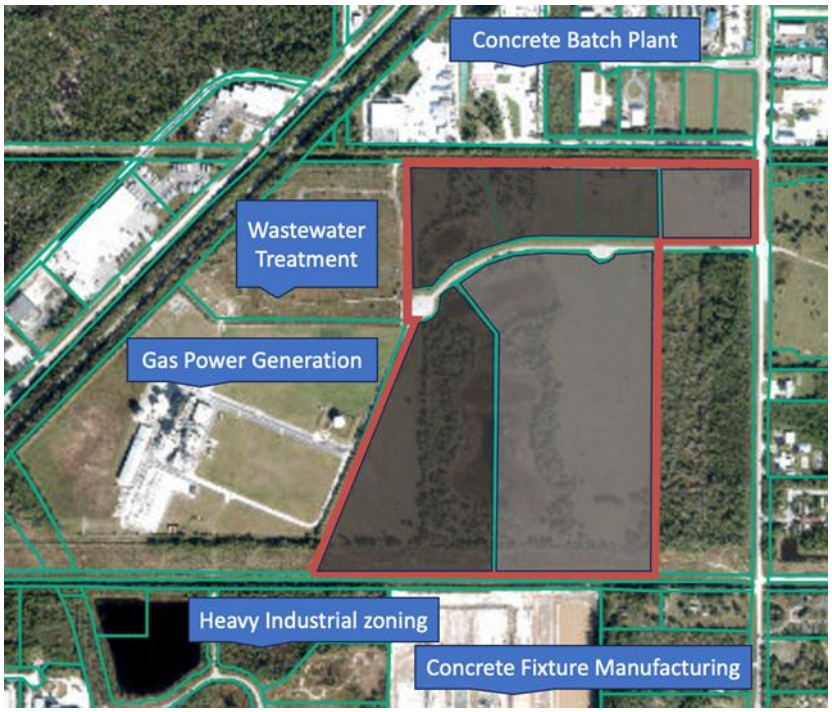
Staff Analysis:

History:
The St. Lucie Commerce Center (SLCC) was approved by the City of Fort Pierce City Commission on May 16, 2022, as a Light Industrial commerce park for the development proposing six (6) warehouse distribution buildings totaling 1,215,000 square feet with associated site features consisting of parking, landscaping, lighting, stormwater management and utilities. It is adjacent on its north property line to Heavy Industrial (I-3) zoning, occupied by a concrete batch plant, and adjacent to the western parcels are a natural gas-burning municipal power plant and the in-build Mainland Wastewater treatment facility which will process all sewer for the City of Fort Pierce.

To the south of SLCC is a concrete fixture manufacturing facility and vacant land entitled for heavy industrial (SLC) development. Each of these uses is likely to create certain externalities to their neighbors including noise, dust, vibration, and odor.

Proposal:
Because of the existing and increasing intensity along the northern, western and southern property lines, SLCC proposes to amend the City of Fort Pierce Zoning Atlas to allow for a stepdown in intensity from those more intense uses on the subject boundaries while keeping the existing light industrial entitlements as a buffer to the east.

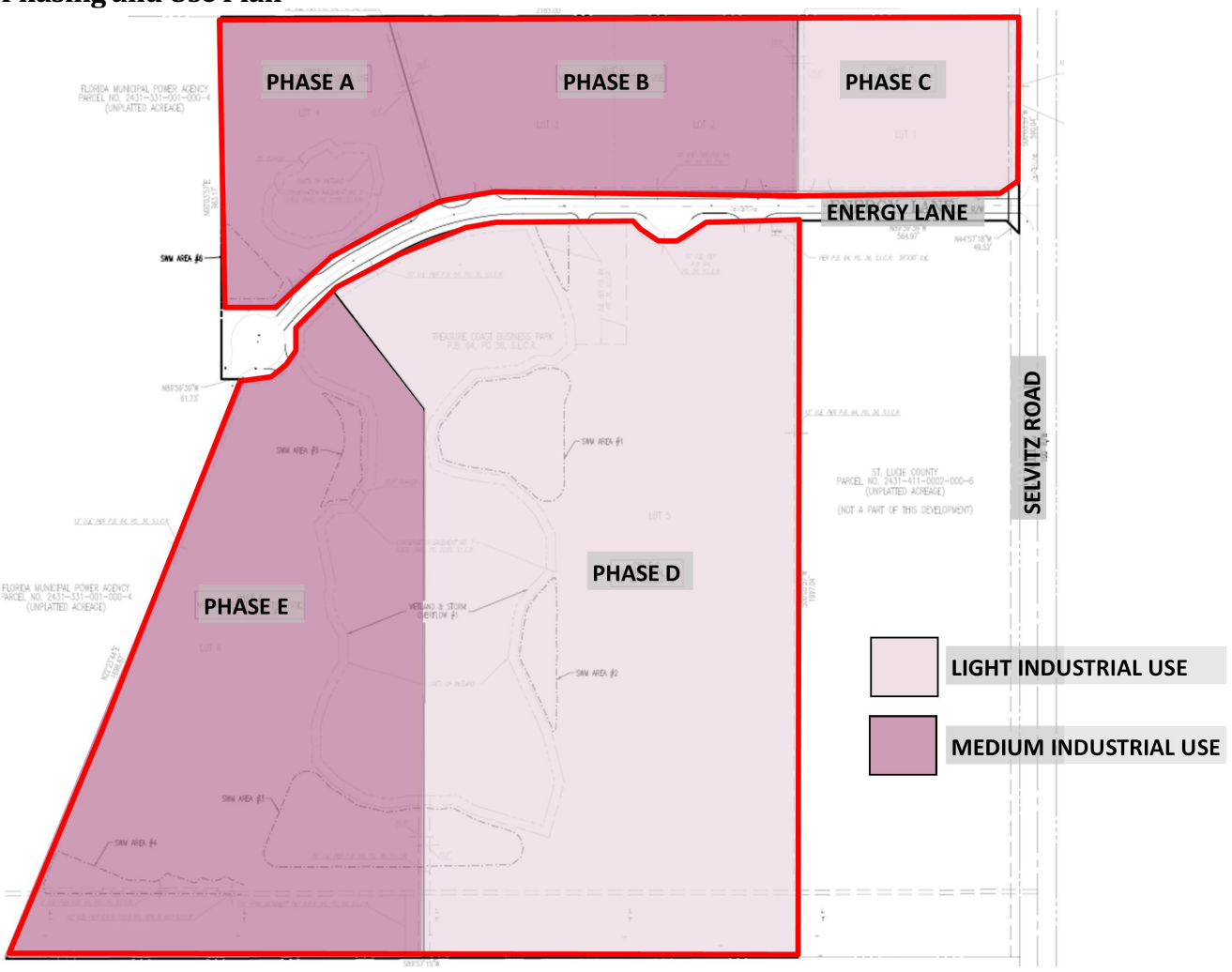
The PD District is intended to provide a process for the evaluation of individually planned developments, which are not otherwise permitted in the underlying zoning district. The PD District is a voluntary process commenced by an applicant for such zoning designation. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety, and general welfare.



The application proposes a split of uses between the proposed LIGHT INDUSTRIAL and MEDIUM INDUSTRIAL areas of the Planned Development. Staff have analyzed and recommend that the table of allowed uses below be incorporated within the Planned Development agreement.

Uses designated under “Amendment Required’ would need to be approved through an amendment to the Planned Development to take into consideration the potential impact upon neighboring uses (wastewater treatment plant) from dust and other airborne particles. The requirement would extend to any building approved within the Medium Industrial designated areas of the Planned Development.

Phasing and Use Plan



Phasing Table

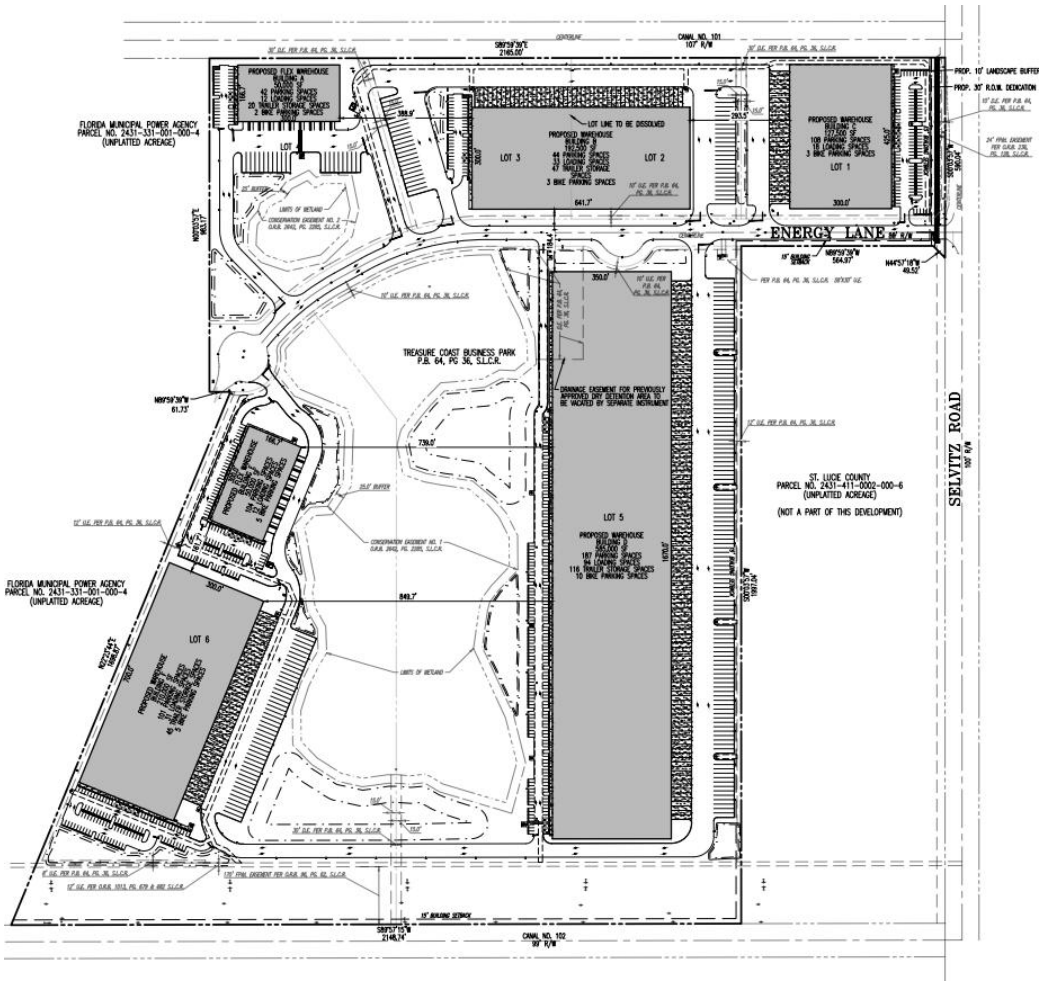
PHASE	USE	MAXIMUM SQ.FT.
A	MEDIUM INDUSTRIAL	50,000
B	MEDIUM INDUSTRIAL	192,000
C	LIGHT INDUSTRIAL	127,500
D	LIGHT INDUSTRIAL	585,000
E	MEDIUM INDUSTRIAL	260,000

Maximum Building sq.ft. 1,215,000
Open Space minimum: 25.78%
Pervious Area minimum: 47. 95%

Street View



Previously Approved Site Plan



USES	LIGHT INDUSTRIAL	MEDIUM INDUSTRIAL
Antenna (on existing structure)	P	P
Aquaculture	P	P
Auto/Boat Sales/Rentals	P	P
Automotive	P	P
Business Services	P	P
Catering	P	P
Communications	A	A
Contractor Services	P	P
General Contractors	P	P
Heavy Equipment Sales	P	P
Light Industrial Service	P	P
Manufacturing - Electronic Equipme	P	P
Manufacturing - Textile	P	P
Manufacturing - Apparel	P	P
Manufacturing - Boat	P	P
Manufacturing - Concrete	_	A
Manufacturing - Chemical	_	A
Manufacturing - Fabricated Metal	P	P
Manufacturing - Food	P	P
Manufacturing - Furniture	P	P
Manufacturing - Glass	_	A
Manufacturing - Leather	P	P
Manufacturing - Machinery	P	P
Manufacturing - Medical Goods	P	P
Manufacturing - Paper	_	A
Manufacturing - Pharmaceuticals	P	P
Manufacturing - Plastic Products	P	P
Manufacturing - Printing etc.	P	P
Manufacturing - Stone	_	A
Manufacturing Services	P	P
Manufacturing- Tobacco Products	P	P
Marine Industrial	P	P
Outdoor Storage of Materials & Equip	_	A
Packing	P	P
Parcel Service	P	P
Primary Metal Industries	_	A
Processing, food and related produc	P	P
Repair Services	P	P
Repair, Vehicle or Marine	P	P
Research and Development	P	P
Service	P	P
Storage, Self Service	P	P
Trade Contractors	P	P
Transit	P	P
Warehouse - Freight	P	P
Warehouse - General	P	P
Wholesale Trade	P	P
Woodwork - Millwork	P	P

Comprehensive Plan
1.1.6 Policy:
D. Industrial (I): The Industrial designation is intended for parcels suitable for industrial development and to promote the City's position as a major employment center. The uses allowed under this designation include light manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; research corporate parks, large business parks and mixed-use office parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum FAR of 1.5.

1.10 Objective:
The City shall promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.

Stormwater Retention & Landscaping
The storm water drainage statement by Dynamic Engineering Consultants dated December 10th, 2021, shall form the basis for the final engineering design.

Landscaping
The landscaping of the property will be finalized at final site plan and will meet or exceed the requirements of Chapter 123 of the code of Ordinances

Environmental Conditions
The Environmental Impact report by Atwell, LLC dated September 29, 2021, is submitted as previously approved. And will be updated at Final PD site plan submittal.

Traffic
An updated traffic report/study shall be submitted at Final PD Site Plan, an existing Traffic Impact analysis by O'Rourke, Engineering and Planning, dated December 3, 2021, is attached to this submittal.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Development Plan 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 Rezoning to Planned Development District.

Staff Recommendation
Staff's recommendation is for the City Commission to motion to APPROVE the zoning atlas amendment, site plan, and Planned Development Zoning Agreement, subject to the

SPECIAL CONDITIONS OF DEVELOPMENT
1. The development of the Subject Property and maximum buildout shall be based on the preliminary development plan by Dynamic Engineering C1.00a Rev. 4 dated 10/28/2024 and the following Table 1:

PARCEL:	USE:	MAXIMUM SQ.FT.
A	MEDIUM INDUSTRIAL	50,000
B	MEDIUM INDUSTRIAL	192,000
C	LIGHT INDUSTRIAL	127,500
D	LIGHT INDUSTRIAL	85,000
E	MEDIUM INDUSTRIAL	260,000

Table 1. Use and Maximum Buildout

2. The maximum permitted Building sq.ft. shall be limited to 1,215,000 sq.ft.
3. The minimum Open Space shall be 25% of the overall Final PD plan site area.
4. The minimum Pervious Area shall be 45% of the overall Final PD plan site area.
5. Any building not conforming to the previously approved Master PD Plan C1.00 Rev.1 by Dynamic Engineering, dated 12/03/2021, depicted on Exhibit 2, attached hereto, will require a Final PD site plan application. Buildings in conformance with approved use and design may be submitted as a Major or Minor site plan as regulated by City Code Sec. 125-313. - Major and minor site plan application.

The Master PD Plan will allow the following uses as described in table 1 attached to this condition, 'P' indicates a permitted use. Uses indicated in table 1 with an 'A' will require a major amendment to the Master PD Plan as a conditional use and '-' indicates not a permitted use:

USES	LIGHT INDUSTRIAL	MEDIUM INDUSTRIAL
Antenna (on existing structure)	P	P
Aquaculture	P	P
Auto/Boat Sales/Rentals	P	P
Automotive	P	P
Business Services	P	P
Catering	P	P
Communications	A	A
Contractor Services	P	P
General Contractors	P	P
Heavy Equipment Sales	P	P
Light Industrial Service	P	P
Manufacturing - Electronic Equipmer	P	P
Manufacturing - Textile	P	P
Manufacturing - Apparel	P	P
Manufacturing - Boat	P	P
Manufacturing - Concrete	_	A
Manufacturing - Chemical	_	A
Manufacturing - Fabricated Metal	P	P
Manufacturing - Food	P	P
Manufacturing - Furniture	P	P
Manufacturing - Glass	_	A
Manufacturing - Leather	P	P
Manufacturing - Machinery	P	P
Manufacturing - Medical Goods	P	P
Manufacturing - Paper	_	A
Manufacturing - Pharmaceuticals	P	P
Manufacturing - Plastic Products	P	P
Manufacturing - Printing etc.	P	P
Manufacturing - Stone	_	A
Manufacturing Services	P	P
Manufacturing- Tobacco Products	P	P
Marine Industrial	P	P
Outdoor Storage of Materials & Equip	_	A
Packing	P	P
Parcel Service	P	P
Primary Metal Industries	_	A
Processing, food and related produc	P	P
Repair Services	P	P
Repair, Vehicle or Marine	P	P
Research and Development	P	P
Service	P	P
Storage, Self Service	P	P
Trade Contractors	P	P
Transit	P	P
Warehouse - Freight	P	P
Warehouse - General	P	P
Wholesale Trade	P	P
Woodwork - Millwork	P	P

Table 2. Permitted, Conditional, and Not-Permitted Uses.

6. Prior to the submittal of the Final PD plan an updated Environmental Survey shall be carried out to confirm whether the species listed in the Environmental report by Atwell LLC, dated September 29, 2021, are present or in the vicinity of the site.
7. 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.
8. Prior to submittal of Final PD plan, a Gopher Tortoise Survey shall be carried out on site.
9. Prior to submittal of Final PD plan, if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.
10. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD plan application.
11. The Final PD 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 applicable lot owner.
12. The Final PD 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.
13. The Final PD plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.
14. The Final PD 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.
15. The Final PD plan shall contain the following information, at minimum:
i. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
ii. Proposed lot lines and other divisions of land for management, use, or allocation purposes.
iii. The location, size and height of present and proposed buildings and structures.
iv. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
v. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
vi. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
vii. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.
16. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit for a lot.
17. The Master PD Plan is currently entitled for trips associated with 1.2M s.f. of light industrial uses, which will vest with this approval. An updated, signed and sealed Traffic Impact Report performed by O'Rourke Engineering and Planning, dated June 26, 2024, finds the proposed uses and intensity in the subject Planned Development will be equal to or less than the trips generated by the site plan dated 12/3/2021. No additional concurrency analysis will be required at the time of Final PD plan unless the permitted uses are amended or the permitted uses exceed the total square footage as approved pursuant to this Agreement.

18. Any required sidewalk or roadway improvements to Selvitz RD shall be identified through the Final PD plan process.
19. A dust control mitigation plan shall be submitted and approved prior to any Final PD plan approval.

CITY OF FORT PIERCE

CITY COMMISSION

February 18th 2024

Rezoning of six (6) parcels generally located at or near Energy Lane in the City, containing approximately 108.38 Acres from Light Industrial to Planned Development (PD).

Owner: St. Lucie Commerce Center, LLC

Representative: Leslie Olsen, District Planning Group.

Applicant's Request: Rezoning of six (6) parcels generally located at or near Energy Lane in the City, containing approximately 108.38 Acres from Light Industrial to Planned Development (PD).

Location: The subject parcel is generally located southeast of Glades Cut Off Road and west of Selvitz Road on the north and south of Energy Lane

Size: 108.78 +/- acres

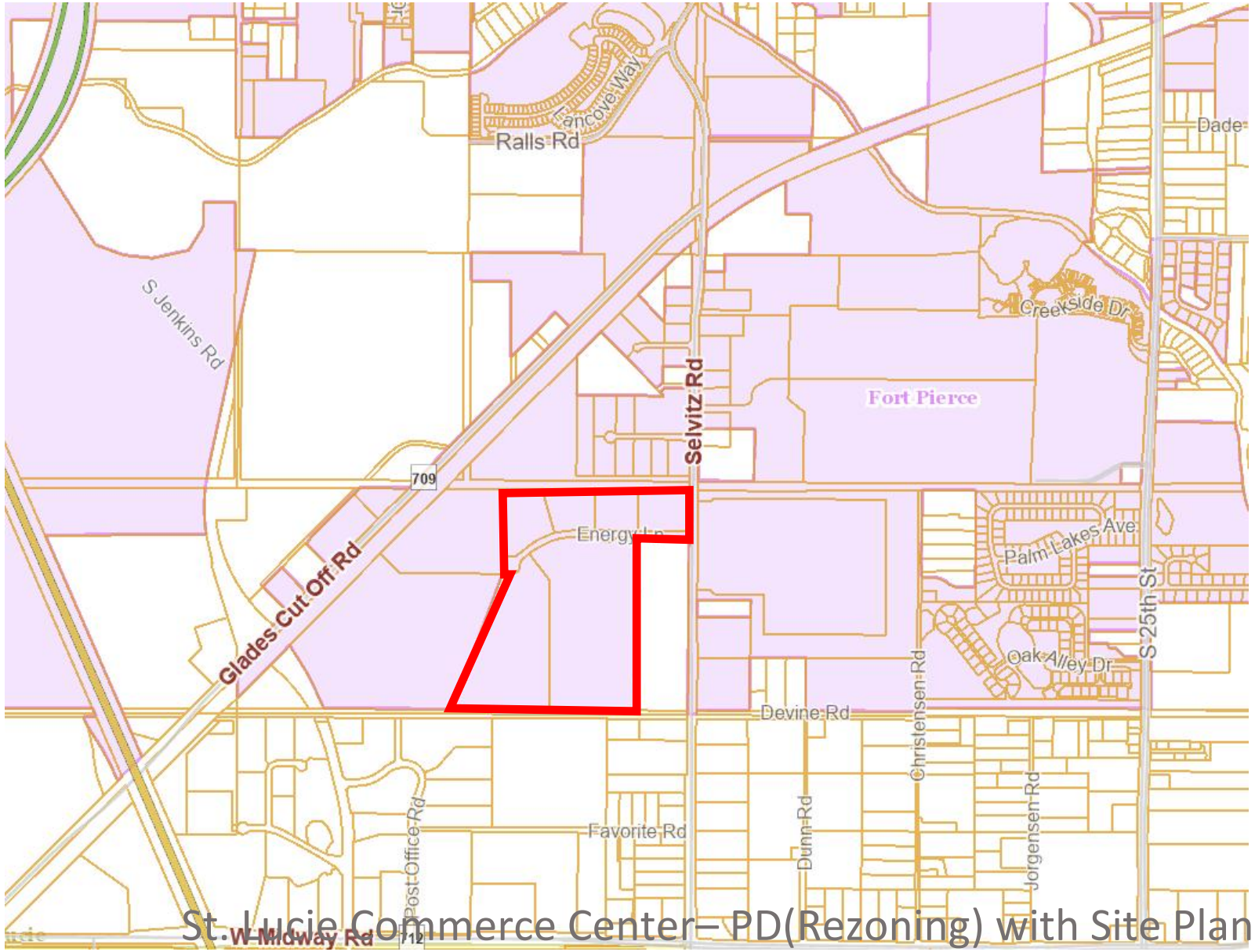
Parcel ID(s): 2431-800-0002-000-0, 2431-800-0003-000-7, 2431-800-0004-000-4, 2431-800-0005-000-1, 2431-800-0007-000-5, 2431-800-0006-000-8.

SUMMARY

Because of the existing and increasing intensity along the northern, western and southern property lines, St. Lucie CC proposes to amend the City of Fort Pierce Zoning Atlas to allow for a stepdown in intensity from those more intense uses on the subject boundaries while keeping the existing light industrial entitlements as a buffer to the east.

The application proposes a split of uses between the proposed LIGHT INDUSTRIAL and MEDIUM INDUSTRIAL areas of the Planned Development. Staff have analyzed and recommend that an appropriate table of allowed uses be incorporated within the Planned Development agreement.

SITE LOCATION

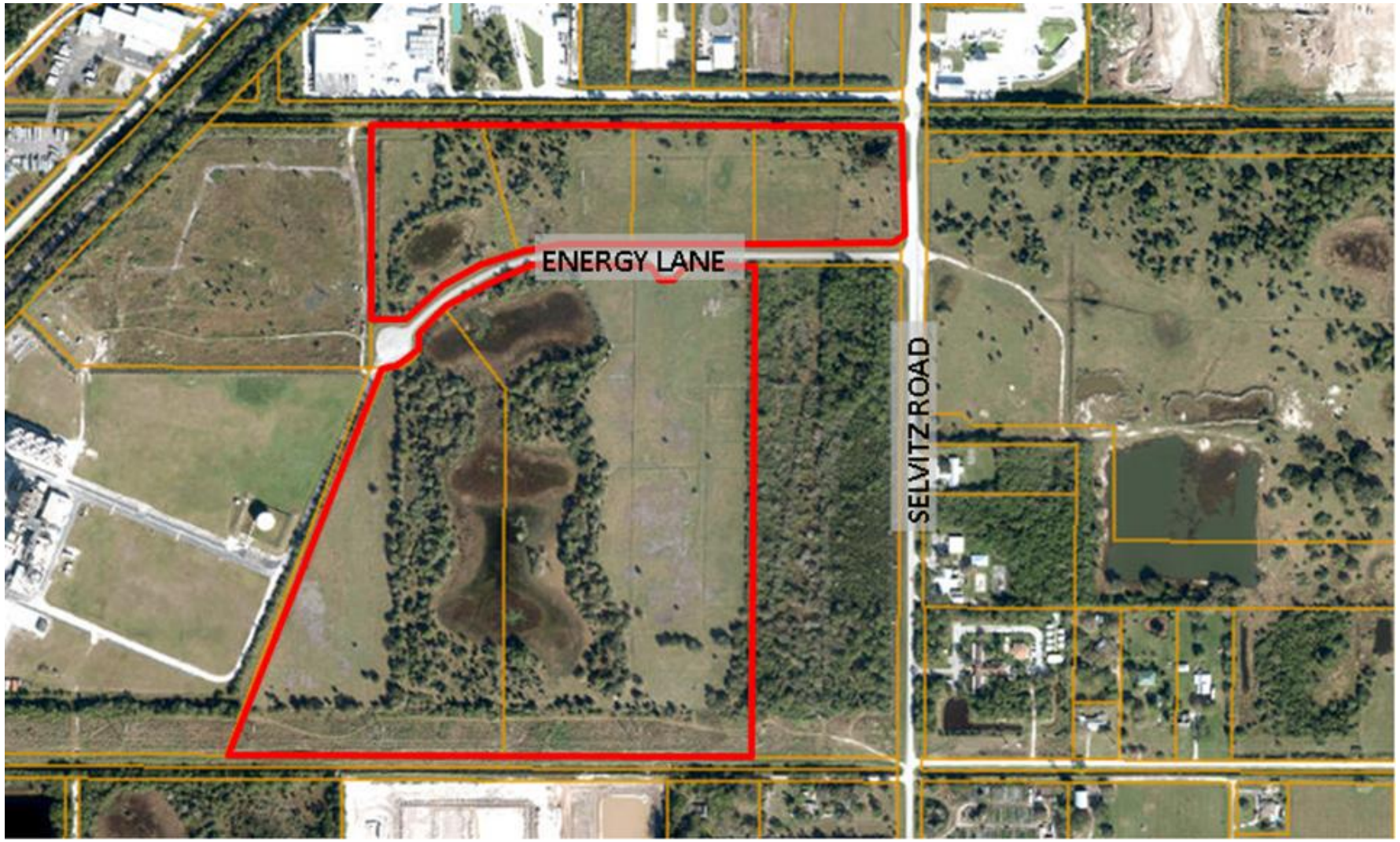


St. Lucie Commerce Center– PD(Rezoning) with Site Plan

SITE LOCATION

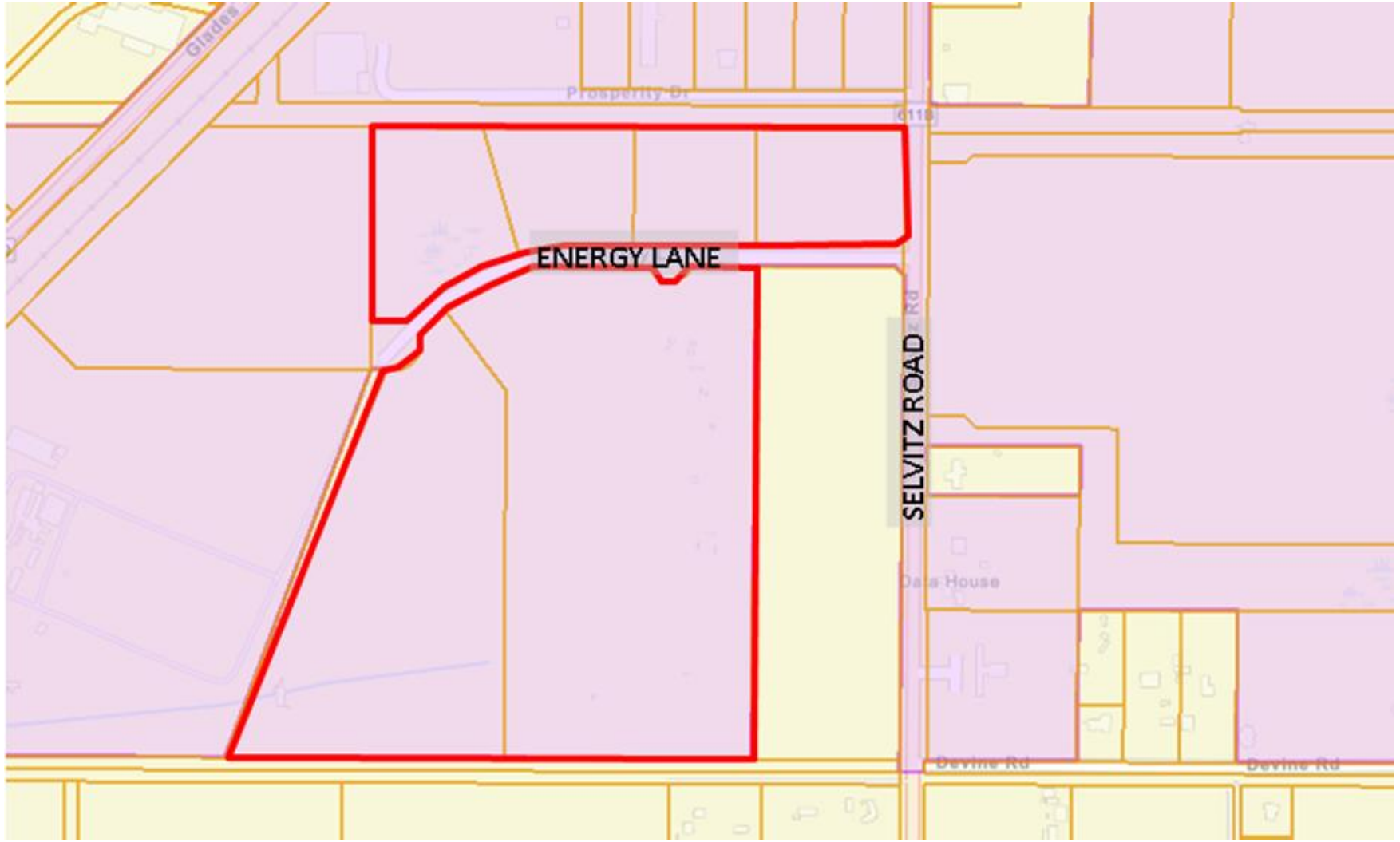
SITE AREA= 108.38 +/- Acres

6 Parcels



SITE LOCATION

CITY LIMITS

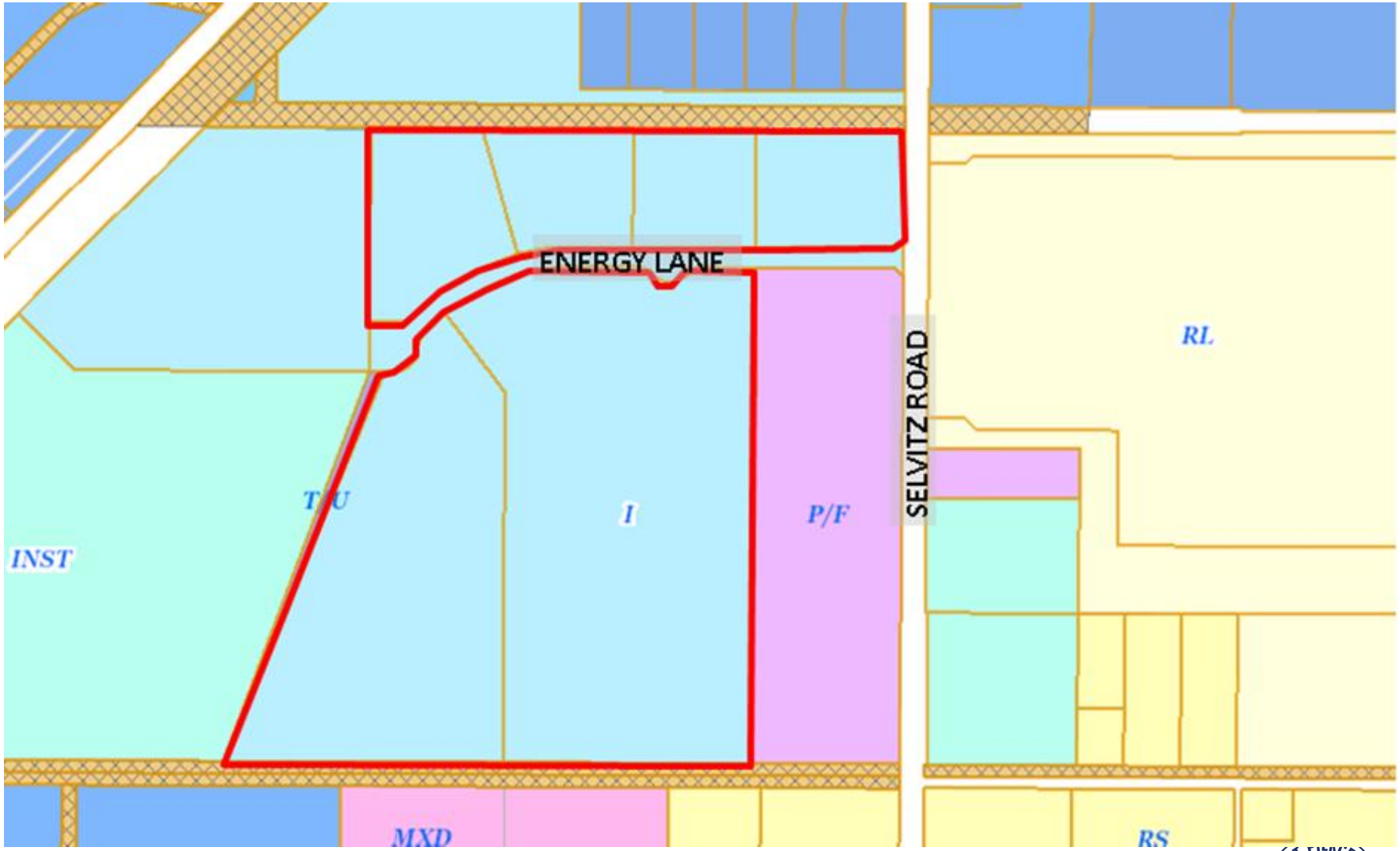


SITE LOCATION – STREET VIEW



EXISTING FLU – NO CHANGE

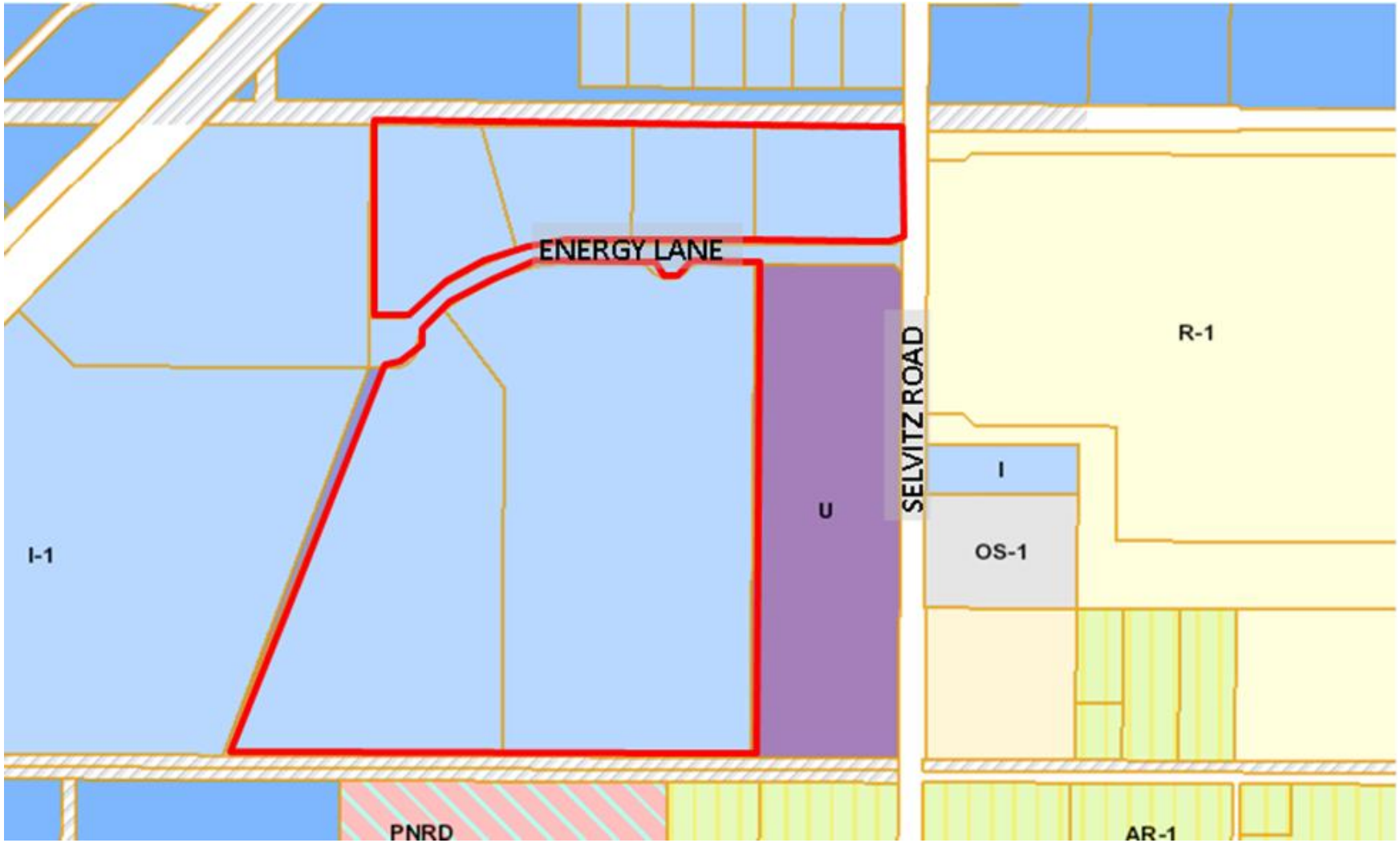
Current FLU:
Industrial (I)



EXISTING/PROPOSED ZONING

Current Zoning:
I-1 Industrial

Proposed Zoning:
PD, Planned Development



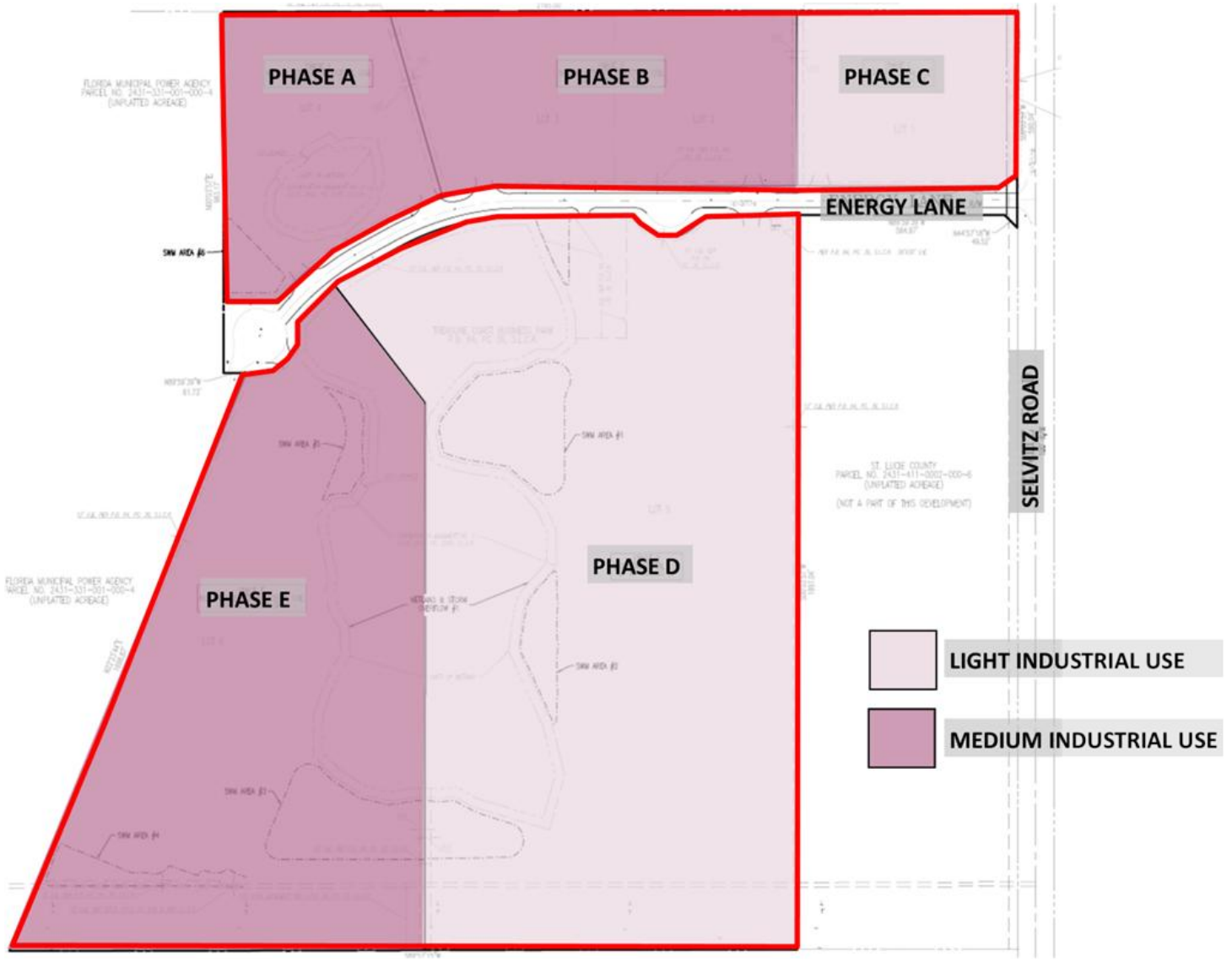
LIGHT INDUSTRIAL: I-1

The purpose of this district is to provide for industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors. Acceptable manufacturing, warehousing, heavy commercial and similar uses are encouraged. Uses in the district may perform a support role for uses in other industrial areas.

PLANNED DEVELOPMENT

The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts.

PROPOSED PHASING AND USE PLAN



St. Lucie Commerce Center– PD(Rezoning) with Site Plan

PROPOSED USE TABLE

USES	LIGHT INDUSTRIAL	MEDIUM INDUSTRIAL
Antenna (on existing structure)	P	P
Aquaculture	P	P
Auto/Boat Sales/Rentals	P	P
Automotive	P	P
Business Services	P	P
Catering	P	P
Communications	A	A
Contractor Services	P	P
General Contractors	P	P
Heavy Equipment Sales	P	P
Light Industrial Service	P	P
Manufacturing - Electronic Equipme	P	P
Manufacturing - Textile	P	P
Manufacturing - Apparel	P	P
Manufacturing - Boat	P	P
Manufacturing - Concrete	_	A
Manufacturing - Chemical	_	A
Manufacturing - Fabricated Metal	P	P
Manufacturing - Food	P	P
Manufacturing - Furniture	P	P
Manufacturing - Glass	_	A
Manufacturing - Leather	P	P
Manufacturing - Machinery	P	P
Manufacturing - Medical Goods	P	P
Manufacturing - Paper	_	A

USES	LIGHT INDUSTRIAL	MEDIUM INDUSTRIAL
Manufacturing - Pharmaceuticals	P	P
Manufacturing - Plastic Products	P	P
Manufacturing - Printing etc.	P	P
Manufacturing - Stone	_	A
Manufacturing Services	P	P
Manufacturing- Tobacco Products	P	P
Marine Industrial	P	P
Outdoor Storage of Materials & Equip	_	A
Packing	P	P
Parcel Service	P	P
Primary Metal Industries	_	A
Processing, food and related produc	P	P
Repair Services	P	P
Repair, Vehicle or Marine	P	P
Research and Development	P	P
Service	P	P
Storage, Self Service	P	P
Trade Contractors	P	P
Transit	P	P
Warehouse - Freight	P	P
Warehouse - General	P	P
Wholesale Trade	P	P
Woodwork - Millwork	P	P

RECOMMENDATION

Staff recommend that City Commission APPROVE the Zoning Atlas Map Amendment from LIGHT INDUSTRIAL to PLANNED DEVELOPMENT subject to the Site Plan, Development Agreement and Associated Conditions.

ALTERNATIVE RECOMENDATIONS

- **MOTION TO APPROVE** the proposed ZONING ATLAS MAP AMENDMENT with the associated site plan with alternative/additional conditions.

- **MOTION TO DENY** the proposed ZONING ATLAS MAP AMENDMENT

ORDINANCE NO. 24-039

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE CITY'S ZONING ATLAS AND REZONING SIX (6) PARCELS GENERALLY LOCATED AT OR NEAR ENERGY LANE CONTAINING APPROXIMATELY 108.38 ACRES OF LAND, MORE OR LESS, FROM LIGHT INDUSTRIAL (I-1) TO PLANNED DEVELOPMENT (PD);** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject proposal incorporates six (6) parcels generally located at or near Energy Lane, within the City of Fort Pierce, Florida, representing approximately 108.38 acres of land; and

WHEREAS, a map depicting the subject property is attached hereto as Exhibit "A"; and

WHEREAS, the subject property, generally located at or near Energy Lane, is presently designated Light Industrial (I-1); and

WHEREAS, the Applicant seeks a rezoning of the subject property, generally located at or near Energy Lane, from Light Industrial (I-1), to PD, Planned Development; 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; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their____, 2024, meeting, voted __ to __ to recommend approval of the proposed request for these parcels; and

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. From and after the effective date hereof, the following six (6) properties legally described respectively as:

PARCEL ID#	LEGAL DESCRIPTION
2431-800-0002-000-0	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 1
2431-800-0003-000-7	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 2
2431-800-0004-000-4	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 3
2431-800-0005-000-1	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 4
2431-800-0006-000-8	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 5
2431-800-0007-000-5	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 6

Said properties being generally located at or near Energy Lane in Fort Pierce, Florida, shall be rezoned with the Zoning Designation hereby changed from Light Industrial (I-1) to Planned Development (PD), as depicted on Exhibit "A", and made subject to the Site Plan depicted within Exhibit "B", and the Conditions of Development depicted on Exhibit "C", attached hereto and incorporated herein.

SECTION 3. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 6. This Ordinance shall 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.24-XXX was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on XXX, 2024; 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 XXX, 2024; and was duly introduced, read by title only, and passed on second and final reading XXX, 2024, 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 NNth day of NNN 2024.

_____
Linda Hudson
Mayor Commissioner

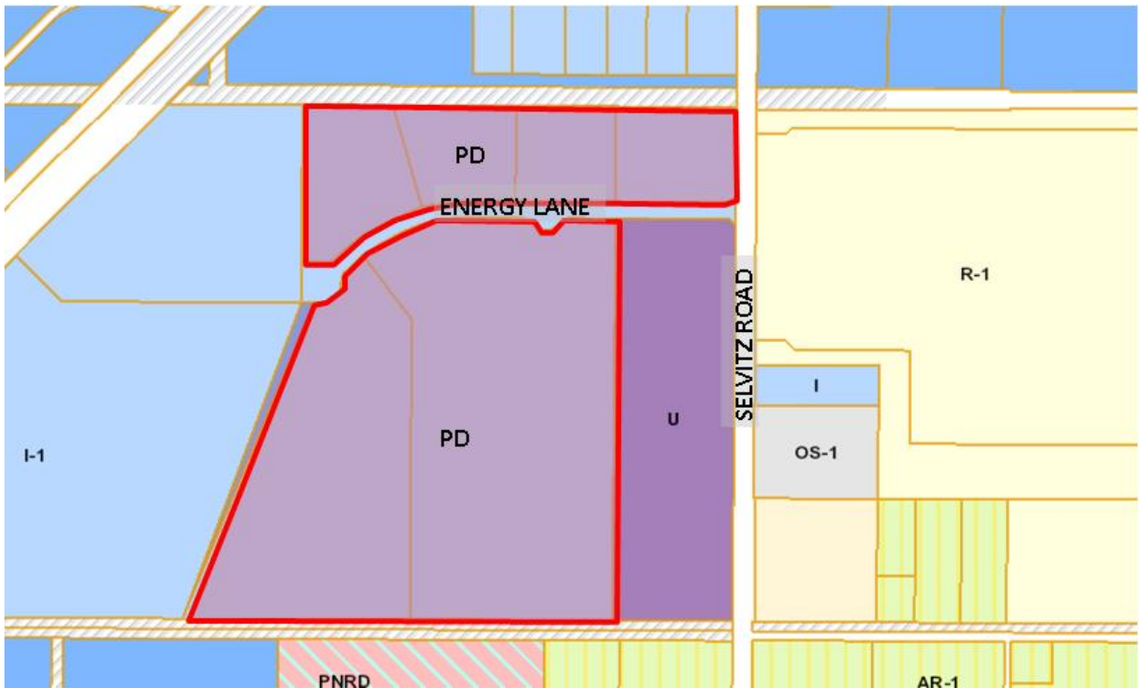
ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Zoning Atlas Map Amendment



Parcels, 2431-800-0002-000-0, 2431-800-0003-000-7, 2431-800-0004-000-4, 2431-800-0005-000-1, 2431-800-0006-000-8, 2431-800-0007-000-5

Rezoning Light Industrial I-1 to Planned Development, PD.

EXHIBIT B. MASTER PD SITE PLAN

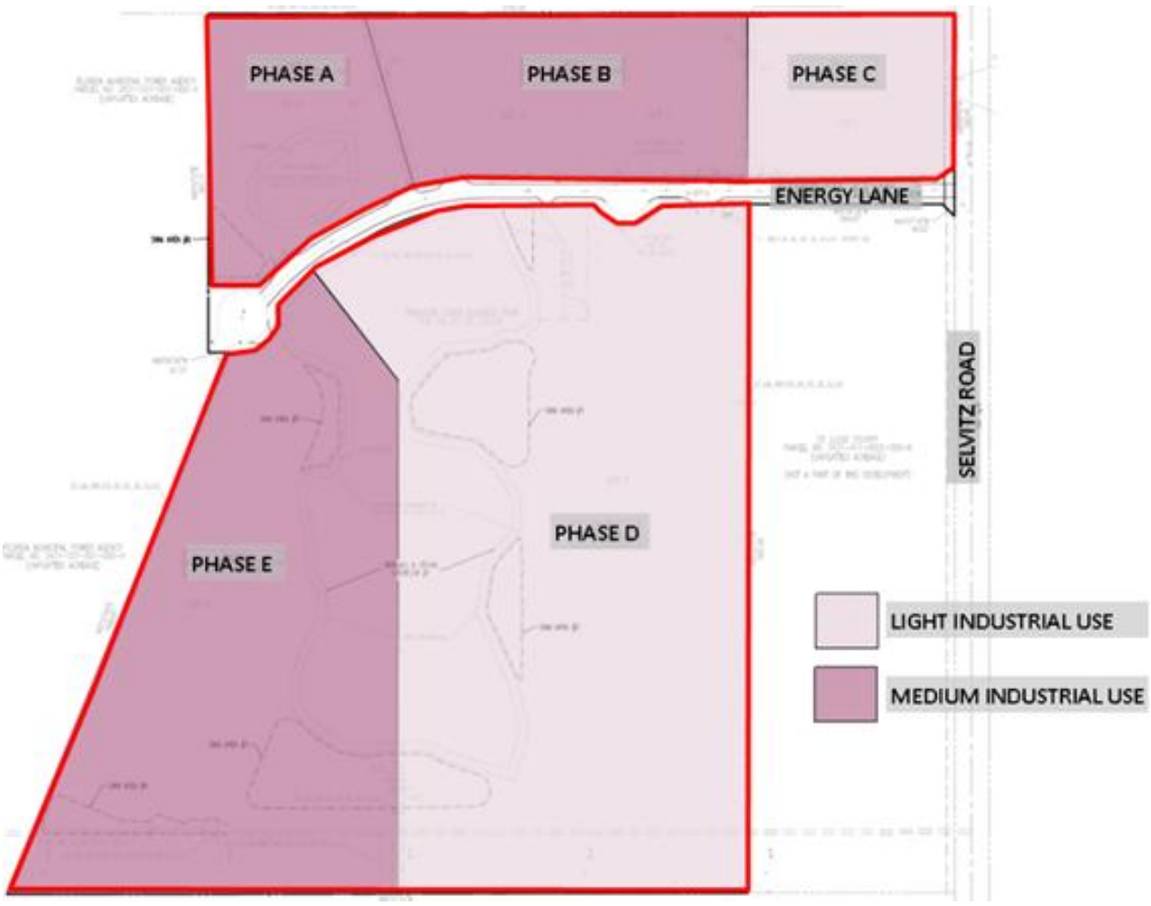


EXHIBIT C

Conditions of Development (PD Zoning)

1. The project shall be subject to the St. Lucie Commerce Planned Development Agreement, which shall be signed and recorded prior to the submittal of any development permits.

[blank space above line reserved for recording data]

ST. LUCIE COMMERCE CENTER
PLANNED DEVELOPMENT ZONING AGREEMENT

THIS PLANNED DEVELOPMENT ZONING AGREEMENT ("Agreement"), made and entered into this ___day of _____, 2025, by and between ST. LUCIE COMMERCE CENTER LLC, a a Florida limited liability company, whose principal address is 30 S. Hope Chapel Road, Jackson, New Jersey, 08527, hereinafter referred to as the "Owner," and CITY OF FORT PIERCE, a political subdivision of the State of Florida, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, Owner is the developer of the property situated in the CITY OF FORT PIERCE, Florida, and more particularly described in the legal description attached and incorporated as **Exhibit 1** ("Subject Property"); and

WHEREAS, it is the desire of Owner to develop the Subject Property pursuant to a Planned Development ("PD") zoning to be known as St. Lucie Commerce Center consisting of 108.38 acres and consisting of 1,215,000 square feet of industrial use ("Development"); and

WHEREAS, pursuant to City Code Section 125-212, a PD zoning is permitted in the City subject to a binding written document negotiated between the Owner and City in order to provide flexibility into the development regulations in a manner that is mutually beneficial to the City and the Owner for the Development, and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, on _____ the City Commission of the City of Fort Pierce ("Commission") adopted Ordinance No. _____ ("PD Ordinance") which approved the PD zoning for the Subject Property in which the provisions and obligations in this Agreement are made conditions of development as provided for in the PD Ordinance.

NOW, THEREFORE, the parties do hereby agree as follows:

A. LEGAL DESCRIPTION. This Agreement shall apply to the Subject Property, as described in **Exhibit 1**.

B. UNIFIED CONTROL. Owner hereby warrants that it has, as a result of fee simple ownership, unified ownership of all the Subject Property as described in **Exhibit 1**.

C. TERM. The Term of this Agreement shall be six (6) years. Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

D. DEVELOPMENT APPROVALS.

1. The Owner agrees that this PD will be undertaken and carried out in accordance with the following:

    a. The master site plan approved by the City, a copy of which is attached hereto as **Exhibit 2** and by reference made a part hereof (the "Master PD Plan").

    b. The subdivision plat approved by the City and recorded in Plat Book 34, at Page 36, of the public records of St. Lucie County, Florida.

    c. The Owner must adhere to and abide by the conditions and requirements agreed to by the City and Owner as set forth in the Special Conditions of Development, which is attached hereto as **Exhibit 3**, and fully

incorporated by reference.

d. Permits and authorizations granted in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

E. PHASING REQUIREMENTS. There shall be no phasing of this Development. Once the infrastructure improvements for the Development have been completed and certified, building permits or amended PD final site plans can be applied for on a lot-by-lot basis and shall be approved in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the PD Ordinance, the Master PD Plan, and PD Final Plans.

F. DEVELOPMENT TIMELINE.

a. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stabilized roadways, and adequate fire protection must be completed within four (4) years of approval of this Agreement.

b. A Certificate of Occupancy for one building must be obtained within six (6) years of approval of this Agreement.

G. USES. The permitted uses shall be as set forth in the Special Conditions, attached hereto as **Exhibit 3** and incorporated fully herein by reference.

H. CONCURRENCY. Owner has demonstrated compliance with the requirements of City Code Section 105-6 and accordingly, the approval of this Agreement shall constitute the issuance of a Certificate of Concurrency with respect to traffic concurrency unless the permitted uses approved are amended or the permitted uses exceed the total square

footage as approved pursuant to this Agreement.

I. COMPREHENSIVE PLAN. The Development as proposed is consistent with the City's comprehensive plan and land development regulations.

J. FAILURE TO ADDRESS REQUIREMENTS. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

K. SPECIAL CONDITIONS. The Owner must adhere to and abide by the conditions and requirements agreed to by the City and Owner as set forth in the Special Conditions, attached hereto as **Exhibit 3** and incorporated fully herein by reference.

L. COMPLIANCE/VESTED RIGHTS.

1. Owner, its grantees, successors, or assigns shall have no vested rights in any expired Development Orders for this Development.
2. Owner shall be required to obtain approval for each of the lots depicted on the Master PD Plan and to construct the proposed improvements on each lot in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the PD Zoning Ordinance, the Master PD Plan, PD Final Plans, construction plans, landscape plans, preserve area management plans, and subdivision plat, hereinafter sometimes collectively referred to as development orders ("Development Orders").
3. This Agreement will vest upon completion of the Development Timeline, referenced in Section F above.

M. HOLD HARMLESS. The City shall be held harmless from any and all liability stemming from any disputes between Owner, its successors, assigns, predecessors in title or other property owners regarding any development undertaken by Owner, its successors, assigns, predecessors in title, or other property owners as provided for in this Agreement.

N. DESTRUCTION. In the event that all or a portion of the proposed improvements should be destroyed by a storm, fire, or other common disaster, Owner, its grantees, successors or assigns may rebuild and/or repair so long as there is strict compliance with the approved Master PD Plan, PD Final Plan, subdivision plat, and Development Orders.

O. CHANGES OR AMENDMENTS.

1. There shall, at all times, be strict adherence to the provisions of this Agreement and the approved Development Orders. Any change or amendment to this Agreement and/or approved development permits or Development Orders shall only be made in accordance with the City's Code of Ordinances and pursuant to any public hearing process included therein.
2. Notwithstanding Paragraph 1 above, Owner, its successors in interest and City may amend this Agreement without securing the consent of other property owners whose property is subject to this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owner's property.

P. BREACH OF AGREEMENT.

1. Construction of the Development and any proposed improvements shall at all times be in compliance with this Agreement and any Development Orders. In the event that the Owner fails to comply with any provision or condition of this

Agreement or an approved Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct the improvements consistent with this Agreement, the City may, in its sole discretion, take any appropriate action it deems necessary and appropriate as provided for in the City Code, this Agreement, and other applicable law.

2. In the event that any person files a complaint with the City Manager alleging that this Agreement, an approved development permit, or a Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.

3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or his successors in interest fail to abide by the provisions of this Agreement.

Q. JURISDICTION. This Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this Agreement shall be instituted in the City of Fort Pierce, County of St. Lucie, Florida

R. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives. This

Agreement may only be assigned by Owner after notice to the City. The obligations of this Agreement run with the Subject Property.

S. NOTICE. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

OWNER: St. Lucie Commerce Center, LLC
30 S. Hope Chapel Road
Jackson, NJ 08527

With required copy to:
Robert S. Raynes, Jr., Attorney
Gunster
800 SE Monterey Road, Suite 200
Stuart, FL 34990

CITY: City Manager
City of Ft. Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

With required copy to:
City Attorney
City of Ft. Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or 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 delivered if mailed. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this

Section.

T. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

U. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Failure to include any specific Development Permit, Development Order, or other legal requirement for the construction of the Development shall not be deemed any kind of variance, waiver, or other relief from the requirements in the City Code of Ordinances.

V. RECORDING. The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within 14 days of the effective date of this Agreement. Failure of the City to record this Agreement shall not void this Agreement or be deemed a default.

W. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written.

OWNER: ST. LUCIE COMMERCE CENTER, LLC

By: _____
Print: _____
Its: _____

Witness: _____
Print: _____
Address: _____

Witness: _____
Print: _____
Address: _____

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of ST. LUCIE COMMERCE CENTER, LLC, a Florida limited liability company, who [__] is personally known to me [__] has produced _____ as identification.

_____
Notary Public - State of Florida
My Commission Expires:

(NOTARY SEAL)

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox,
City Clerk

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, Esq.
City Attorney

EXHIBIT 1

LEGAL DESCRIPTION OF THE OVERALL TRACT

PARCEL ID#	LEGAL DESCRIPTION
Parcel A: 2431-800-0002-000-0	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 1
Parcel B: 2431-800-0003-000-7	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 2
Parcel C: 2431-800-0004-000-4	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 3
Parcel D: 2431-800-0005-000-1	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 4
Parcel E: 2431-800-0006-000-8	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 5
Parcel F: 2431-800-0007-000-5	TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 6

EXHIBIT 2

MASTER PD PLAN

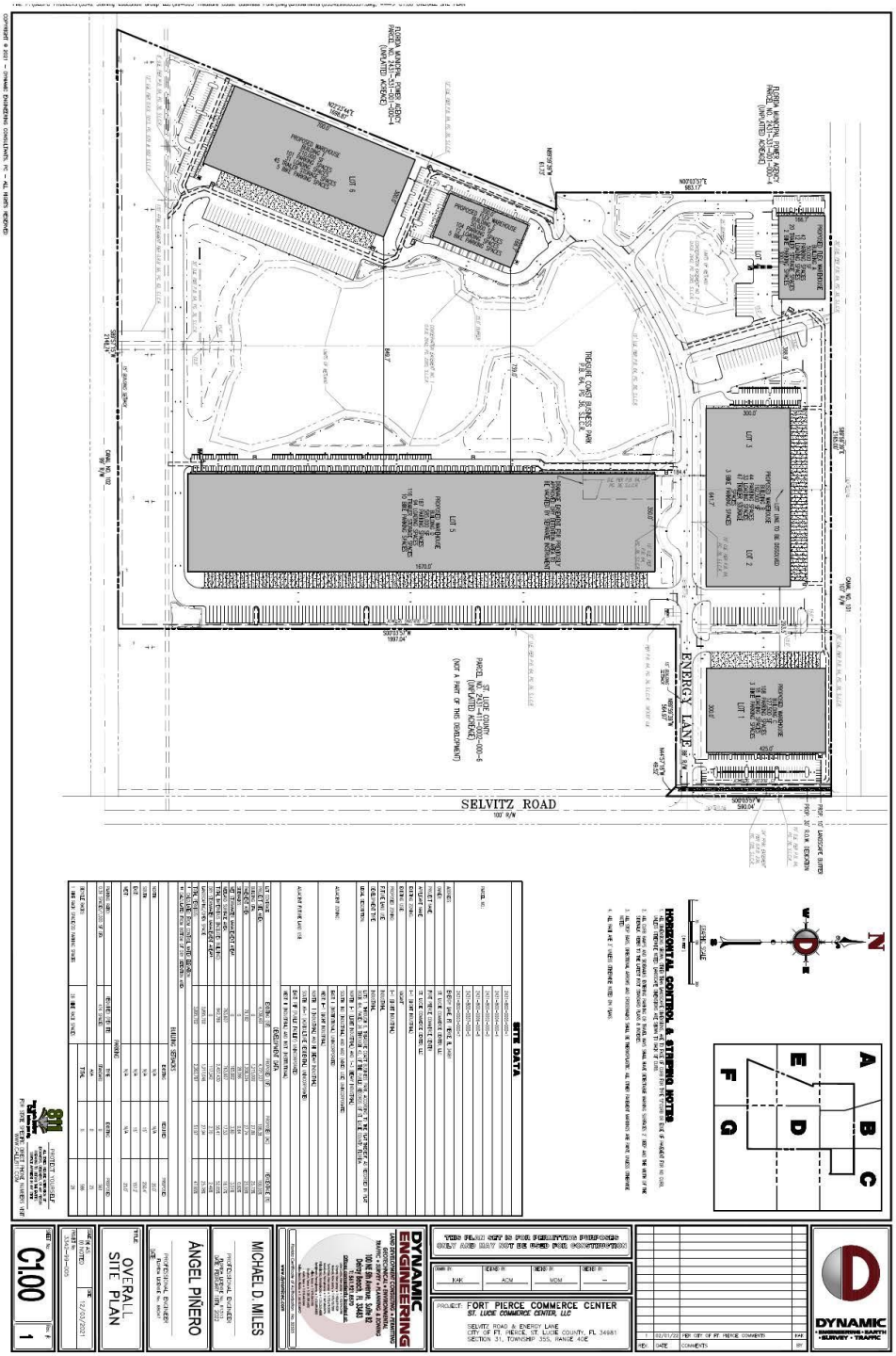


EXHIBIT 3

SPECIAL CONDITIONS OF DEVELOPMENT

1. The development of the Subject Property and maximum buildout shall be based on the preliminary development plan by Dynamic Engineering C1.00a Rev. 4 dated 10/28/2024 and the following Table 1:

PARCEL:	USE:	MAXIMUM SQ.FT.
A	MEDIUM INDUSTRIAL	50,000
B	MEDIUM INDUSTRIAL	192,000
C	LIGHT INDUSTRIAL	127,500
D	LIGHT INDUSTRIAL	85,000
E	MEDIUM INDUSTRIAL	260,000

Table 1. Use and Maximum Buildout

2. The maximum permitted Building sq.ft. shall be limited to 1,215,000 sq.ft.
3. The minimum Open Space shall be 25% of the overall Final PD plan site area.
4. The minimum Pervious Area shall be 45% of the overall Final PD plan site area.
5. Any building not conforming to the previously approved Master PD Plan C1.00 Rev.1 by Dynamic Engineering, dated 12/03/2021, depicted on **Exhibit 2**, attached hereto, will require a Final PD site plan application. Buildings in

conformance with approved use and design may be submitted as a Major or Minor site plan as regulated by City Code Sec. 125-313. - Major and minor site plan application.

The Master PD Plan will allow the following uses as described in table 1 attached to this condition, 'P' indicates a permitted use. Uses indicated in table 1 with an 'A' will require a major amendment to the Master PD Plan as a conditional use and '-' indicates not a permitted use:

USES	**LIGHT INDUSTRIAL**	**MEDIUM INDUSTRIAL**
Antenna (on existing structure)	P	P
Aquaculture	P	P
Auto/Boat Sales/Rentals	P	P
Automotive	P	P
Business Services	P	P
Catering	P	P
Communications	A	A
Contractor Services	P	P
General Contractors	P	P
Heavy Equipment Sales	P	P

Light Industrial Service	P	P
Manufacturing - Electronic Equipment	P	P
Manufacturing - Textile	P	P
Manufacturing - Apparel	P	P
Manufacturing - Boat	P	P
Manufacturing - Concrete	–	A
Manufacturing - Chemical	–	A
Manufacturing - Fabricated Metal	P	P
Manufacturing - Food	P	P
Manufacturing - Furniture	P	P
Manufacturing - Glass	–	A

Manufacturing - Leather	P	P
Manufacturing - Machinery	P	P
Manufacturing - Medical Goods	P	P
Manufacturing - Paper	_	A
Manufacturing - Pharmaceuticals	P	P
Manufacturing - Plastic Products	P	P
Manufacturing - Printing etc.	P	P
Manufacturing - Stone	_	A
Manufacturing Services	P	P
Manufacturing- Tobacco Products	P	P
Marine Industrial	P	P

Outdoor Storage of Materials & Equipment	_	A
Packing	P	P
Parcel Service	P	P
Primary Metal Industries	_	A
Processing, food and related products	P	P
Repair Services	P	P
Repair, Vehicle or Marine	P	P
Research and Development	P	P
Service	P	P
Storage, Self Service	P	P
Trade Contractors	P	P
Transit	P	P
Warehouse - Freight	P	P
Warehouse - General	P	P
Wholesale Trade	P	P
Woodwork - Millwork	P	P

Table 2. Permitted, Conditional, and Not-Permitted Uses.

6. Prior to submittal of the Final PD plan an updated Environmental Survey shall be carried out to confirm whether the species listed in the Environmental report by Atwell LLC, dated September 29, 2021, are present or in the vicinity of the site.
7. 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.
8. Prior to submittal of Final PD plan, a Gopher Tortoise Survey shall be carried out on site.
9. Prior to submittal of Final PD plan, if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.
10. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD plan application.
11. The Final PD 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 applicable lot owner.
12. The Final PD 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.

13. The Final PD plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.
14. The Final PD 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.
15. The Final PD plan shall contain the following information, at minimum:
    i. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
    ii. Proposed lot lines and other divisions of land for management, use, or allocation purposes.
    iii. The location, size and height of present and proposed buildings and structures.
    iv. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    v. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    vi. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

vii. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.

16. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit for a lot.

17. The Master PD Plan is currently entitled for trips associated with 1.2M s.f. of light industrial uses, which will vest with this approval. An updated, signed and sealed Traffic Impact Report performed by O'Rourke Engineering and Planning, dated June 26, 2024, finds the proposed uses and intensity in the subject Planned Development will be equal to or less than the trips generated by the site plan dated 12/3/2021. No additional concurrency analysis will be required at the time of Final PD plan unless the permitted uses are amended or the permitted uses exceed the total square footage as approved pursuant to this Agreement.

18. Any required sidewalk or roadway improvements to Selvitz RD shall be identified through the Final PD plan process.

19. A dust control mitigation plan shall be submitted and approved prior to any Final PD plan approval.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: St. Lucie Commerce Center, Energy Lane, Fort Pierce
2. Property Tax ID(s): 2431-800-0002-000-0; 2431-800-0003-000-7; 2431-800-0004-000-4; 2431-800-0005-000-;12431-800-0006-000-8; 2431-800-0007-000-5
3. Total Acreage: 108.38
4. Existing Future Land Use Designation: Industrial (I)
5. Existing Zoning Classification: Light Industrial (I-1)
6. Proposed Zoning Classification: Planned Development (PD)
7. Other applications being submitted concurrent with this application, if any: N/A

8. Describe the existing uses, improvements and structures on the amendment lands: Use: Agricultural grazing; Structures: None

9. Are there any identified or possible historical structures on the amendment lands? No

10. The reason for making this request: Provide for a more refined intensity modulation from adjacent intensive industrial uses to light industrial uses

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Concrete Batch Plant	Industrial	Heavy Industrial (I-3)
South	Vacant Concrete Production Single Family Home	Industrial (SLC) Mixed Use (Industrial) (SLC) Residential Suburban (SLC)	Industrial High (SLC) Planned Non-Residential Development (SLC) Residential Suburban 2 (SLC)
East	Vacant Vacant	Public Facilities (SLC) Low Density Residential	Utilities (SLC) Single Family Low Density
West	Wastewater Treatment Plant Gas Power Plant	Industrial Institutional	Light Industrial Light Industrial

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	Industrial	Industrial Light	Entitled: 1,215,000 s.f.		X
Proposed	Industrial	Industrial Heavy	No Change		N/A

II. Public Facilities Information:

A. Potable Water:		
Average Use	Residential: 100 gallons per day per person (du x 2.6 = persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot	
Demand Analysis	Maximum	
Current Zoning	Total gallons per day	151,875
Proposed Zoning	Total gallons per day	151,875
Change in Demand	**Total gallons per day**	0

B. Wastewater:		
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot	
Demand Analysis	Maximum	
Current Zoning	Total gallons per day	121,500
Proposed Zoning	Total gallons per day	121,500
Change in Demand	**Total gallons per day**	0

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	0	0	0
Urban District	5 acres per 1,000 people	0	0	0
Community	2.5 acres per 1,000 people	0	0	0
Neighborhood	1.36 acres per 1,000 people	0	0	0

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand	0	0
Proposed Zoning Enrollment Demand	0	0
Change in Demand	0	0

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	
Proposed Zoning	
Change in Demand	No Residential Use

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	No change from existing entitlements in terms of impervious surface: St. Lucie Commerce Center Site Plan (Light Industrial uses)

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	I-1	
Proposed Zoning	PD	
Change in Demand	Trips 0	Trips 0
Impact to Capacity	Likely decrease in demand	

12. Name of Owner(s): St. Lucie Commerce Center LLC
Mailing Address: 30 S Hope Chapel Rd.
City Jackson State NJ Zip 08527
Phone # 732-806-9899
E-mail: chaim@sterlingeg.com

13. Name of Applicant: Chaim Weiss, Member
Mailing Address: 30 S Hope Chapel Rd.
City Jackson State NJ Zip 08527
Phone # 732-806-9899 Fax #
E-mail: chaim@sterlingeg.com

14. Name of Representative: Leslie Olson, AICP, District Planning Group
Mailing Address: 130 S Indian River Drive Suite 202
City Fort Pierce State FL Zip 34950
Phone # (772) 882-5811 Fax #
E-mail: leslie@districtplanninggroup.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

☑ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☐ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature Date

30 S Hope Chapel Rd, Jackson	NJ	08527
Address	State	Zip

732-806-9899		chaim@sterlingeg.com
Phone	Fax	E-mail Address

16. Property Owners Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Chaim Weiss Member, St. Lucie Commerce Center LLC	732-806-9899
Property Owner's Name (Please Print)	Phone

30 S Hope Chapel Rd, Jackson	NJ	08527
Address	State	Zip

	7/11/23
Property Owner's Signature	Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 11 day of July, 2023, by Chaim Weiss who is personally known to me or has produced _____as ident

Signature of Notary (seal)

PENINA M GREEN
Notary Public - State of New Jersey
My Commission Expires Aug 9, 2026

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

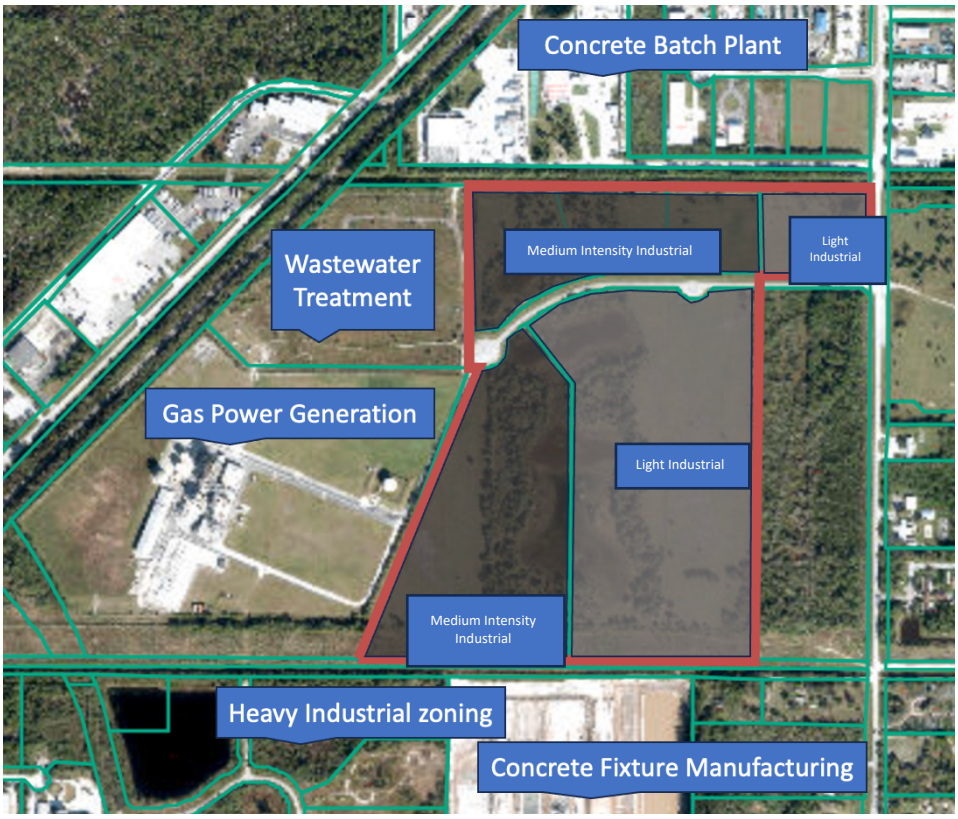
DISTRICT PLANNING GROUP

ST. LUCIE COMMERCE CENTER PLANNED DEVELOPMENT
NARRATIVE AND PROPOSED USES

BACKGROUND

St. Lucie Commerce Center LLC owns six (6) parcels of I-1 Light Industrial zoned property in the Treasure Coast Business Park subdivision. The development, Fort Pierce Commerce Center (FPCC) was approved by the City of Fort Pierce City Commission on May 16, 2022 for development as a Light Industrial commerce park for the development of 1,215,000 s.f.. It is adjacent on its north property line to Heavy Industrial (I-3) zoning, occupied by a concrete batch plant, and adjacent to the western parcels are a natural gas-burning municipal power plant and a wastewater treatment facility which will process all sewer for the City of Fort Pierce. To the south of FPCC is a concrete fixture manufacturing facility and vacant land entitled for heavy industrial (SLC) development. Each of these uses is likely to create certain externalities to their neighbors including noise, dust, vibration, and odor.

Because of the existing and increasing intensity along the northern, western and southern property lines, FPCC proposes to amend the City of Fort Pierce Zoning Atlas to allow for a stepdown in intensity from those more intense uses on the subject boundaries while keeping the existing light industrial entitlements as a buffer to the east.



We have researched the City of Fort Pierce Code of Ordinances, evaluated the impacts of various uses, and propose a list of uses for a potential Planned Development which would permit Light Industrial Uses in the lighter gray-shaded areas, and a refined medium intensity industrial use set on the interior parcels adjacent to the heavy industrial uses. Because the Fort Pierce zoning code has a very limited list of permitted and conditional industrial uses, the St. Lucie County Land Development Code was also evaluated to develop a more comprehensive list of potential uses.

Intent

It is the intent of the proposed Planned Development to create a transitional set of "medium intensity" uses for the FPCC parcels on the western side of the development, adjacent to the more intense industrial uses, while retaining the existing light industrial entitlements on the parcels adjacent to Selvitz Road and the County's proposed Intermodal Transit Facility.

USE ANALYSIS

Because many of the uses in the City of Fort Pierce Use Table are undefined, listed below are specific uses in the proposed Planned Development for a mid-intensity industrial area.

Permitted:

The following uses permitted in the City of Fort Pierce Light Industrial (I-1) Zoning District

Storage, Self Service
Auto/Boat Sales/Rentals
Repair, Vehicle or Marine
Woodworking
Light Industrial Service
Catering
Contractor Services
Marine Industrial
Warehouse/Freight
Parcel Service
Wholesale Trade
Heavy Equipment Sales
Processing, food and related products
Aquaculture
Antenna (on existing structure)

In addition, include the following uses permitted in St. Lucie County Industrial Light (IL)

a. Business services. (73)
b. Communications - including telecommunication towers - subject to the standards of Section 7.10.23. (48)
c. Construction services:
    (1) Building construction - general contractors. (15)
    (2) Other construction - general contractors. (16)
    (3) Construction - special trade contractors. (17)
d. Engineering, architectural and surveying services. (871)
f. Laundry, cleaning and garment services. (721)
g. Local and suburban transit. (41)
h. Manufacturing:
    (1) Food and kindred products. (20)
    (2) Tobacco products. (21)
    (3) Textile mill products. (22)
    (4) Apparel and other finished products. (23)
    (5) Furniture and fixtures. (25)
    (6) Printing, publishing and allied industries. (27)
    (7) Drugs. (283)
    (8) Leather and leather products. (31)
    (9) Glass:
    (10) Fabricated metal prod. - except machinery and transport. equip.:
    (11) Industrial/commercial machinery and computer equipment:
    (12) Electronic and other electrical equipment and components, except computer equipment:
    (13) Measuring, analyzing and controlling instruments. (38)
    (14) Photographic, medical and optical goods. (38)

(15) Watches and clocks. (38)
(16) Misc. manufacturing industries:
(a) Jewelry, silverware, and platedware. (391)
(b) Musical instruments and parts. (393)
(c) Dolls, toys, games and sporting goods. (394)
(d) Pens, pencils, and other office and artists' materials. (395)
(e) Costume jewelry, costume novelties, and notions. (396)
(f) Brooms and brushes. (3991)
(g) Signs and advertising displays. (3993)
(h) Morticians goods. (3995)
(i) Manufacturing industries, NEC. (3999)
(17) Plastic products - fabrication, molding, cutting, extrusion, and injection processing.

j. Millwork and structural wood members. (243)
l. Motor freight transportation and warehousing. (42)
m. Repair services:
(1) Automotive and automotive parking. (75)
(2) Electrical. (762)
(3) Watch, clock and jewelry repair. (763)
(4) Reupholstery and furniture repair. (764)
(5) Misc. repairs and services. (769)
n. Retail trade:
(1) Lumber and other building materials. (521)
(2) Paint, glass and wallpaper. (523)
(3) Hardware. (525)
(4) Nurseries, lawn and garden supplies. (526)
(5) Mobile home dealers. (527)
(6) Automotive/boat/RV/motorcycle dealers. (55)
(7) Gasoline service. (55)
(8) Furniture and furnishings. (57)
o. Research, development, and testing services. (873)
p. Ship, boat building and repairing (373)
q. Sorting, grading and packaging services - citrus/vegetables. (0723)
r. Vocational schools. (824)
s. Wholesale trade - durable goods:
(1) Motor vehicle and automotive equipment. (501)
(2) Furniture and home furnishings.(502)
(3) Lumber and other building materials. (503)
(4) Professional and commercial equipment/supplies. (504)
(5) Metals and minerals except petroleum. (505)
(6) Electrical goods. (506)
(7) Hardware, plumbing and heating equipment, and supplies. (507)
(8) Machinery, equipment, and supplies. (508)
(9) Misc. durable goods:
(a) Sporting and recreational goods. (5091)
(b) Toys and hobby goods. (5092)
(c) Jewelry, watches, precious stones and metals. (5094)
(d) Durable goods NEC. (5099)

t. Wholesale trade - nondurable goods:
(1) Paper and paper products. (511)
(2) Drugs. (512)
(3) Dry goods and apparel. (513)
(4) Groceries and related products. (514)
(5) Farm products - raw materials. (515)
(6) Chemicals, and allied products. (516)
(7) Beer, wine, and distilled alcoholic beverages. (518)
(8) Misc. nondurable goods:
(a) Farm supplies. (5191)
(b) Books, periodicals and newspapers. (5192)
(c) Flowers, nursery stock and florists' supplies. (5193)
(d) Tobacco/tobacco products. (5194)
(e) Paints, varnishes and supplies. (5198)
(f) Nondurable goods, NEC. (5199)
u. Mobile food vendors. (999)
x. Landscape and horticultural services. (078)

And the following St. Lucie County IH Conditional Uses are recommended as a Permitted Use:
b. Manufacturing
(4) Stone, clay, glass and concrete products. (32)
(5) Primary metal industries. (33)
e. Warehousing and storage services - stockyards. (Subject to landscaping and screening requirements)

The following uses, not listed in either City or County industrial districts, are recommended for inclusion in the proposed Planned Development as permitted uses:

- Screened outdoor storage of materials and equipment

No Conditional Uses are recommended at this time.

SUMMARY

This list of uses reflects all uses relevant uses permitted in Light Industrial Zoning (both in City of Fort Pierce and St. Lucie County jurisdictions,) as well as some Heavy Industrial Uses. All uses are proposed to be permitted, as the offsite impacts as they relate to this specific location and neighboring uses have been considered in their selection.

RELEVANT CITY OF FORT PIERCE CODE SECTIONS

Sec. 125-204. Light Industrial Zone (I-1).

(a) Purpose. The purpose of this district is to provide for industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors. Acceptable manufacturing, warehousing, heavy commercial and similar uses are encouraged. Uses in the district may perform a support role for uses in other industrial areas.

(b) Basic use standards. Uses in an I-1 zone must meet the requirements of this section. More restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot width shall be 100 feet.
b. The minimum lot depth shall be 100 feet.

(2) Yards. The minimum yard depth for portions of the property abutting a public right-of-way or nonindustrial district will be 15 feet.

(c) Other applicable use standards.

(1) Site plan review shall be required as outlined in section 125-313.

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least 50 feet.

(4) Materials or objects which would detract from the open space character of an uncovered or unenclosed area will not be permitted in such an area.

(5) All uses will comply with applicable access, parking and loading standards in sections 125-315 and 125-316.

(6) Conditional uses will meet the requirements in sections 125-235 through 125-247.

(7) Signs will comply with standards referred to in section 125-310.

(8) All other applicable ordinance requirements will also be satisfied.

(Code 1983, § 22-34; Ord. No. H-186, § 30-36, 6-15-1981; Ord. No. H-245, § 1, 12-20-1982; Ord. No. I-26, § 4, 8-15-1983; Ord. No. K-24, § 14, 8-21-2000; Ord. No. L-04, § 1, 3-3-2008; Ord. No. L-97, § 4, 11-16-2009; Ord. No. L-267, § 2, 11-5-2012; Ord. No. L-295, § 17, 11-4-2013 ; Ord. No. 19-016 , § 10, 5-20-2019)

Sec. 125-187 (g) I-1 Light Industrial Permitted Uses

[DPG translated the Use Table into list format and paraphrased where appropriate]

Permitted
Safety Service
Park and Open Space

Bus Shelter
Halfway House
Minor Utility
Dwelling Rental
Educational Service
Storage, Self Service
Auto/Boat Sales/Rentals
Repair, Vehicle or Marine
Woodworking
Light Industrial Service
Catering
Contractor Services
Marine Industrial
Warehouse/Freight
Parcel Service
Wholesale Trade
Heavy Equipment Sales
Processing, food and related products
Aquaculture
Antenna (on existing structure)

Conditional
Environmental Research and Education Facilities
College or University
Airport
Bus Terminal
Taxi Terminal
Social Service Institution
Major Utility
Eating and Drinking Establishments
Stadium
Office: Professional, Medical, General
Waste-related Use
Solid Waste Separation
Recycling
Salvage Yard
Community Gardens
Antenna Support Structure

Sec. 125-205. Heavy Industrial Zone (I-3).

(a) Purpose. The purpose of this district is to provide for heavy industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors. Acceptable manufacturing, warehousing, heavy commercial and similar uses are encouraged.

(b) Basic use standards. Uses in an I-3 zone must meet the requirements of this section. More-restrictive requirements, set forth in accordance with other provisions of this chapter, must be satisfied by some conditional uses.

(1) Lot size.

a. The minimum lot width shall be 100 feet.
b. The minimum lot depth shall be 100 feet.

(2) Yards. The minimum yard depth for portions of the property abutting a public right-of-way or nonindustrial district will be 15 feet.

(c) Other applicable use standards.

(1) Site plan review shall be required as outlined in section 125-313.

(2) Accessory buildings shall comply with all yard, lot coverage and building height requirements of this chapter.

(3) Every lot shall abut a street other than an alley for at least 50 feet.

(4) Conditional uses will meet the requirements in sections 125-235 through 125-247.

(5) Signs will comply with standards referred to in section 125-310.

(6) All other applicable ordinance requirements will also be satisfied.

(d) Parking and loading standards. The following are the off-street parking and loading standards for the I-3 zone:

(1) Parking.

a. Less than 100,000 square feet equals 2.0 spaces per 1,000 square feet of floor area.
b. More than 100,000 square feet equals 1.0 space per 1,000 square feet of floor area.

(2) Loading.

a. Zero to 24,999 square feet equals one loading space.
b. Twenty-five thousand to 59,999 square feet equals two loading spaces.
c. Sixty thousand to 119,999 square feet equals three loading spaces.
d. One hundred twenty thousand to 199,999 square feet equals four loading spaces.
e. Two hundred thousand to 299,999 square feet equals five loading spaces.

(e) Annexed property assigned I-3 zoning. This subsection shall apply to any annexed property that does not comply with subsection (d) of this section and this subsection (e) at the time of annexation. Any property annexed and assigned I-3 zoning shall be allowed to continue all uses occurring on the property at the time of annexation. No modifications to any part of the property shall be required by the city. In the event the annexed property is damaged or destroyed due to fire or natural disaster, then the property owner shall be permitted to reconstruct the property to the form, manner and condition the property was in prior to the damage or destruction notwithstanding any non-compliance with subsection (d) of this section and this subsection (e). Property annexed and assigned I-3 zoning is exempt from section 125-322.

(Code 1983, § 22-34.1; Ord. No. L-63, § 1, 12-1-2008; Ord. No. L-219, § 7, 9-19-2011; Ord. No. L-295, § 18, 11-4-2013 ; Ord. No. 19-016 , § 11, 5-20-2019)

Sec. 125-187 (h) I-3 Heavy Industrial Permitted Uses

[DPG translated the Use Table into list format and paraphrased where appropriate]

Permitted

Safety Service
Park and Open Space
Bus Shelter
Minor Utility
Major Utility
Dwelling Rental
Storage, Self Service
Auto or Boat Sales/Rentals
Vehicle Storage
Industrial, Artisan
Industrial, woodworking
Light Industrial Service
Catering Facility
Contractor Services
Research Service
Marine-Related Industrial
Warehouse and Freight
Parcel Service
Wholesale Trade
Heavy Industrial Service
Heavy Equipment Sales/Service
Processing, food & related products
Antenna (on existing structure)

Conditional

Environmental Research and Education Facilities
College or University
Airport
Bus Terminal
Taxi Terminal
Marine related commercial
Educational Service Establishments
Waste Related Use
Solid Waste Separation/Transfer Station
Recycling Center
Salvage Yard
Aquaculture
Community Gardens
Antenna (structure)

RELEVANT ST. LUCIE COUNTY CODE SECTIONS

Section 3.00.01.T
Industrial Light (IL) Zoning District

Purpose. *The purpose of this district is to provide and protect an environment suitable for light manufacturing, wholesale, and warehousing activities that do not impose undesirable noise, vibration, odor, dust, or other offensive effects on the surrounding area, together with such other uses as may be necessary to and compatible with light industrial surroundings. The number in "( )" following each identified use corresponds to the SIC Code reference described in Section 3.01.02(B). The number 999 applies to a use not defined under the SIC Code but may be further defined in Section 2.00.00 of this Code.*

Permitted

a. Business services. (73)
b. Communications - including telecommunication towers - subject to the standards of Section 7.10.23. (48)
c. Construction services:
- *(1) Building construction - general contractors. (15)*
- *(2) Other construction - general contractors. (16)*
- *(3) Construction - special trade contractors. (17)*

d. Engineering, architectural and surveying services. (871)
e. Commercial fishing. (091)
f. Laundry, cleaning and garment services. (721)
g. Local and suburban transit. (41)
h. Manufacturing:
- *(1) Food and kindred products. (20)*
- *(2) Tobacco products. (21)*
- *(3) Textile mill products. (22)*
- *(4) Apparel and other finished products. (23)*
- *(5) Furniture and fixtures. (25)*
- *(6) Printing, publishing and allied industries. (27)*
- *(7) Drugs. (283)*
- *(8) Leather and leather products. (31)*
- *(9) Glass:*
- *(10) Fabricated metal prod. - except machinery and transport. equip.:*
- *(11) Industrial/commercial machinery and computer equipment:*
- *(12) Electronic and other electrical equipment and components, except computer equipment:*
- *(13) Measuring, analyzing and controlling instruments. (38)*
- *(14) Photographic, medical and optical goods. (38)*
- *(15) Watches and clocks. (38)*
- *(16) Misc. manufacturing industries:*
  - *(a) Jewelry, silverware, and platedware. (391)*
  - *(b) Musical instruments and parts. (393)*
  - *(c) Dolls, toys, games and sporting goods. (394)*
  - *(d) Pens, pencils, and other office and artists' materials. (395)*
  - *(e) Costume jewelry, costume novelties, and notions. (396)*
  - *(f) Brooms and brushes. (3991)*
  - *(g) Signs and advertising displays. (3993)*

(h) Morticians goods. (3995)
(i) Manufacturing industries, NEC. (3999)
(17) Plastic products - fabrication, molding, cutting, extrusion, and injection processing.

i. Marinas. (4493)
j. Millwork and structural wood members. (243)
k. Motion pictures. (78)
l. Motor freight transportation and warehousing. (42)
m. Repair services:
(1) Automotive and automotive parking. (75)
(2) Electrical. (762)
(3) Watch, clock and jewelry repair. (763)
(4) Reupholstery and furniture repair. (764)
(5) Misc. repairs and services. (769)
n. Retail trade:
(1) Lumber and other building materials. (521)
(2) Paint, glass and wallpaper. (523)
(3) Hardware. (525)
(4) Nurseries, lawn and garden supplies. (526)
(5) Mobile home dealers. (527)
(6) Automotive/boat/RV/motorcycle dealers. (55)
(7) Gasoline service. (55)
(8) Furniture and furnishings. (57)
o. Research, development, and testing services. (873)
p. Ship, boat building and repairing - less than forty-five (45) feet. (373)
q. Sorting, grading and packaging services - citrus/vegetables. (0723)
r. Vocational schools. (824)
s. Wholesale trade - durable goods:
(1) Motor vehicle and automotive equipment. (501)
(2) Furniture and home furnishings.(502)
(3) Lumber and other building materials. (503)
(4) Professional and commercial equipment/supplies. (504)
(5) Metals and minerals except petroleum. (505)
(6) Electrical goods. (506)
(7) Hardware, plumbing and heating equipment, and supplies. (507)
(8) Machinery, equipment, and supplies. (508)
(9) Misc. durable goods:
(a) Sporting and recreational goods. (5091)
(b) Toys and hobby goods. (5092)
(c) Jewelry, watches, precious stones and metals. (5094)
(d) Durable goods NEC. (5099)
t. Wholesale trade - nondurable goods:
(1) Paper and paper products. (511)
(2) Drugs. (512)
(3) Dry goods and apparel. (513)
(4) Groceries and related products. (514)
(5) Farm products - raw materials. (515)
(6) Chemicals, and allied products. (516)

(7) Beer, wine, and distilled alcoholic beverages. (518)
(8) Misc. nondurable goods:
(a) Farm supplies. (5191)
(b) Books, periodicals and newspapers. (5192)
(c) Flowers, nursery stock and florists' supplies. (5193)
(d) Tobacco/tobacco products. (5194)
(e) Paints, varnishes and supplies. (5198)
(f) Nondurable goods, NEC. (5199)

u. Mobile food vendors. (999)
v. Single-family detached dwelling units provided that the single-family dwelling unit is located on an existing lot or parcel or record, as further defined in this Code, that was existing on or before August 1, 1990. (999)
w. Kennels. Allowed as a permitted use only when the property is surrounded by industrial uses or zoning and is five hundred (500) feet or more from residential uses or zoning. All distance requirements shall be measured from the nearest point of the existing home or area of single-family zoning to the nearest point of the proposed kennel.
x. Landscape and horticultural services. (078)
y. Personal services. (72)

Conditional Uses

a. Airports, landing and takeoff fields - general aviation. (4581)
b. Manufacturing:
(1) Cut stone and stone products. (328)
(2) Motorcycles, bicycles, and parts. (375)
(3) Wood containers, wood buildings and mobile homes. (244/245)
c. Ship, boat building and repairing (excluding ship or boat salvaging) - forty-five (45) to one hundred fifty (150) feet. (373)
d. Wholesale:
(1) Petroleum bulk stations and terminals.
e. Scrap and waste materials - subject to the provisions of Section 7.10.12.A.
f. Kennels. (0752) Other than those permitted under Section 3.01.03 T.2.w. of the Land Development Code.

Section 3.00.01.U
Heavy Industrial (IH) Zoning District

Purpose. *The purpose of this district is to provide an environment suitable for heavy manufacturing and other activities that may impose undesirable noise, vibration, odor, dust, or other offensive effects on the surrounding area together with such other non-residential uses as may be necessary to and compatible with heavy industrial surroundings. The number in "( )" following each identified use corresponds to the SIC Code reference described in Section 3.01.02(B). The number 999 applies to a use not defined under the SIC Code but may be further defined in Section 2.00.00 of this Code.*

Permitted
Any Permitted Use in IL

Conditional Use
a. Airport, landing and takeoff fields - general aviation. (4581)
b. Manufacturing:
(1) Paper and allied products. (26)
(2) Chemicals and allied products. (28)
(3) Petroleum refining and related products. (29)
(4) Stone, clay, glass and concrete products. (32)
(5) Primary metal industries. (33)
(6) Ammunition and ordinance. (348)
c. Natural or manufactured gas storage and distribution points. (492)
d. Scrap, waste and land clearing and yard trash recycling operations - subject to the provisions of Section 7.10.12.
e. Warehousing and storage services - stockyards. (999)
f. Wholesale trade - nondurable goods:
(1) Petroleum and petroleum products. (999)

ENVIRONMENTAL IMPACT REPORT

TREASURE COAST BUSINESS PARK

Prepared for

Dynamic Engineering Consultants, P.C.
100 Northeast 5th Avenue
Suite B2
Delray Beach, Florida 33483

Atwell Project No. 21003499

FINAL

Submitted by Atwell, LLC

11760 North US1
Suite 507
Palm Beach Gardens, Florida 33408

September 29, 2021

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PROPOSED IMPACTS FROM DEVELOPMENT **6**

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1 Site Location
2 Sketch Layout
3 Soils Map
4 FLUCCS Map

APPENDIX

A FNAI Report

INTRODUCTION

The approximately 108-acre property covered by this Environmental Impact Report is located within Section 31 Township 35 South, Range 40 East, in St. Lucie County, Florida (Figure 1 – Site Location Map). The property is bordered by industrial land uses to the north, an industrial facility to the southwest and by woodland and orchards to the east, south, and northwest. Additionally, existing transmission lines run along the southern border of the property.

PURPOSE AND INTENT

This report has been prepared to document potential environmental impacts on an approximately 108-acre property referred to as the Treasure Coast Building Park. The subject property is currently mostly undeveloped with Energy Lane crossing through the northern portion of the site and an overhead electrical transmission line corridor along the southern boundary of the site.

Atwell has prepared this report in accordance with City of Ft. Pierce, Code of Ordinances, Chapter 22 and Section 11.02.09.A.5 “Environmental Impact Report” of the St. Lucie County Land Development Code. Atwell’s review of the Ordinances and Section 11.02.09.A.5.a.1 in relations to this site determined that the following criteria apply to this site:

- The property is more than ten (10) acres.
- The property, regardless of size, contains any wetland.

The following requirements of the St. Lucie County Land Development Code are not applicable to this project:

- The property is identified on the “Inventory of Native Ecosystems for St. Lucie County”.
- The proposed development is located in whole or part within the One Hundred (100) Year Flood Plain.
- The property is located anywhere on North or South Hutchinson Island.

PROPERTY DESCRIPTION

The subject property is located at the intersection of Selvitz Road and Energy Lane approximately 0.9 miles north of Midway Road. Land use to the north appears to be industrial development, a combination of undeveloped land and small business development to the east, orchards to the south, and an industrial facility to the west.

Historic aerial imagery indicates Energy Lane was constructed in 2007. The subject property is currently undeveloped and dominated by rangeland and open fields and consists of upland

forested areas with adjacent wetland/surface water bodies, and an overhead electric transmission line along the southern boundary of the site. Wetlands H and I are present on the subject property (Figure 2 – Sketch Layout). These two features are located within the western portion of the property.

SOILS

A soils map obtained from the USDA Web Soil Survey and with the property boundary is attached (Figure 3 – Soil Map). According to the soil map, four soil types are found on the subject property. The description of these soils, in their natural state, according to the St. Lucie County Soil Survey is provided below:

Ankona and Farmton sands – These poorly drained soils are characteristically found on flatwoods on marine terraces and derive from sandy and loamy marine deposits. Slopes range from 0 to 2 percent. The permeability of these soils is moderately low to moderately high. Minor components make up approximately 10 percent and consist of Electra, Waveland, and Lawnwood soils.

Floridana sand, frequently ponded, 0 to 2 percent slopes – This very poorly drained soil is characteristically found in depressions on marine terraces and derive from sandy and loamy marine deposits. Slopes range from 0 to 1 percent. The permeability of this soil is moderately low to moderately high. Minor components make up approximately 15 percent and consist of Winder, Fleda, Anclote, and Tomoka soils.

Oldsmar sand, depressional – This very poorly drained soil is characteristically found in depressions on marine terraces and derive from sandy and loamy marine deposits. Slopes range from 0 to 2 percent. The permeability of this soil is moderately low to moderately high. Minor components make up approximately 10 percent and consist of Riviera soils.

Tantile and Pomona sands – These poorly drained soils are characteristically found on flatwoods on marine terraces and derive from sandy and loamy marine deposits. Slopes range from 0 to 2 percent. The permeability of these soils is moderately low to moderately high. Minor components make up approximately 12 percent and consist of Nettles, Pepper, Ankona, and Lawnwood soils.

NATURAL COMMUNITIES AND LAND COVER

The following is a summary of the land cover and vegetation communities found on the subject property. Land cover and vegetative community classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the vegetative communities on the subject property. Observed wildlife

species presence and potential usage of the habitat is further discussed in the subsequent section of this report.

There are five different FLUCCS classifications currently present within the project area including Mixed Rangeland (3300), Improved Pastures (2110), Pine Flatwoods (4110), Freshwater Marshes/Graminoid Prairie-Marsh (6410), and Electrical Power Transmission Lines (8320).

A land cover map of the observed community types is included as Figure 4 FLUCCS Map in this report. The land cover types observed on the property are described as follows:

3300 Mixed Rangeland – approximately 19.3 acres

This accounts for the northern portion of the project area. Mixed Rangeland consists of an intermixture of grassland and shrub-brushland range species.

2110 Improved Pastures – approximately 35.5 acres

This accounts for the central portion of the project area. This community type is composed of cleared, tilled, reseeded with specific grass types, and periodically improved with brush control and fertilizer application. Water ponds, troughs, feed bunkers, and cow trails may be evident.

4110 Pine Flatwoods – approximately 11.7 acres

This accounts for the western central portion of the project area. Historically, longleaf pines were common drier sites while slash pines were found in moister areas with wildfire influencing this distribution. Due to fire control and artificial reforestation, slash pine has extended into longleaf areas. This class is dominated by either slash or longleaf pine. Understory species include saw palmetto, wax myrtle, gallberry, and a variety of herbs and brush.

6410 Freshwater Marshes/Graminoid Prairie-Marsh – approximately 19.1 acres

This community is within the western portion of the project area. These marshes are characterized by sawgrass, cattail, arrowhead, maidencane, buttonbush, cordgrass, giant cutgrass, switchgrass, bulrush, needlerush, and common reed.

8320 Electrical Power Transmission Lines – approximately 19.3 acres

This runs along the southern edge and southwestern portion of the project area.

LISTED SPECIES

Atwell reviewed the standard literature for potentially present listed species and conducted specific searches to identify potential species or their preferred habitat within the subject

property. The FWC' online Waterbird Colony Locator was queried to identify any waterbird breeding colonies within or within the vicinity of the project area. The FWC's Bald Eagle Nest Location Data Records were queried to identify any Bald Eagle nests on or within the vicinity of the project area. The Florida Natural Areas Inventory (FNAI) Element Occurrence Records were also searched for the occurrence status of listed species on or in the vicinity of the project area.

Atwell reviewed the FWC' online Waterbird Colony Locator on September 17, 2021 which indicated there are no known waterbird colonies within or within the vicinity of the project area. Atwell also review the FWC' online Bald Eagle Nest Location Data Records on September 17, 2021 which indicated there are no known bald eagle nests within or within the vicinity of the project area. Atwell also requested a FNAI report (Appendix A) on September 16, 2021 which identified several species that may be on or near the project area:

- Blackwater stream
- Bald eagle (*Haliaeetus leucocephalus*)
- Southeastern fox squirrel (*Sciurus niger niger*)

A couple of species were identified as likely being on or near the project area:

- Mesic flatwoods
- Wood stork (*Mycteria americana*)

The FNAI report also identified these species as potentially being on or near the project area:

- Florida burrowing owl (*Athene cunicularia floridana)*
- Piedmont jointgrass (*Coelorachis tuberculosa)*
- Large-flowered rosemary (*Conradina grandiflora)*
- Eastern indigo snake (*Drymarchon couperi)*
- Coastal vervain (*Glandularia maritima)*
- Gopher tortoise (*Gopherus polyphemus)*
- Nodding pine weed (*Lechea cernua)*
- Small's flax (*Linum carteri var. smallii)*
- Celestial Lily (*Nemastylis floridana)*
- Tiny polygala (*Polygala smallii)*
- Giant orchid (*Pteroglossaspis ecristata)*
- Snail kite (*Rostrhamus sociabilis)*
- Florida scrub lizard (*Sceloporus woodi)*

SITE VISIT

Atwell's Certified Wildlife Biologist conducted a site visit on September 20, 2021. The site visit did not identify any of the above listed species, their nests, or suitable habitat on or directly adjacent to the site.

This site visit identified picklerweed (*Salicornia L.*), smartweed (*Polygonum spp.),* lily pads (*Nymphaea spp.*), and yellow nutsedge (*Cyperus esculentus*) within the wetlands. Other vegetation consisted of palmettos (*Sabal palmetto*), palm trees (*Cocos nucifera*), ponderosa pine (*Pinus ponderosa*), reed canary grass (*Phalaris arundinacea*), wax myrtle (*Myrica cerifera*), and dog fennel (*Eupatorium capillifolium*).

Non-Listed Species

During Atwell's site visit the following non listed wildlife species were observed:

- Cattle egrets (*Bubulcus ibis*)
- Great egrets (*Ardea alba*)
- Little blue herons (*Egretta caerulea*)

No eagle or water bird nests were observed on site during the site visit.

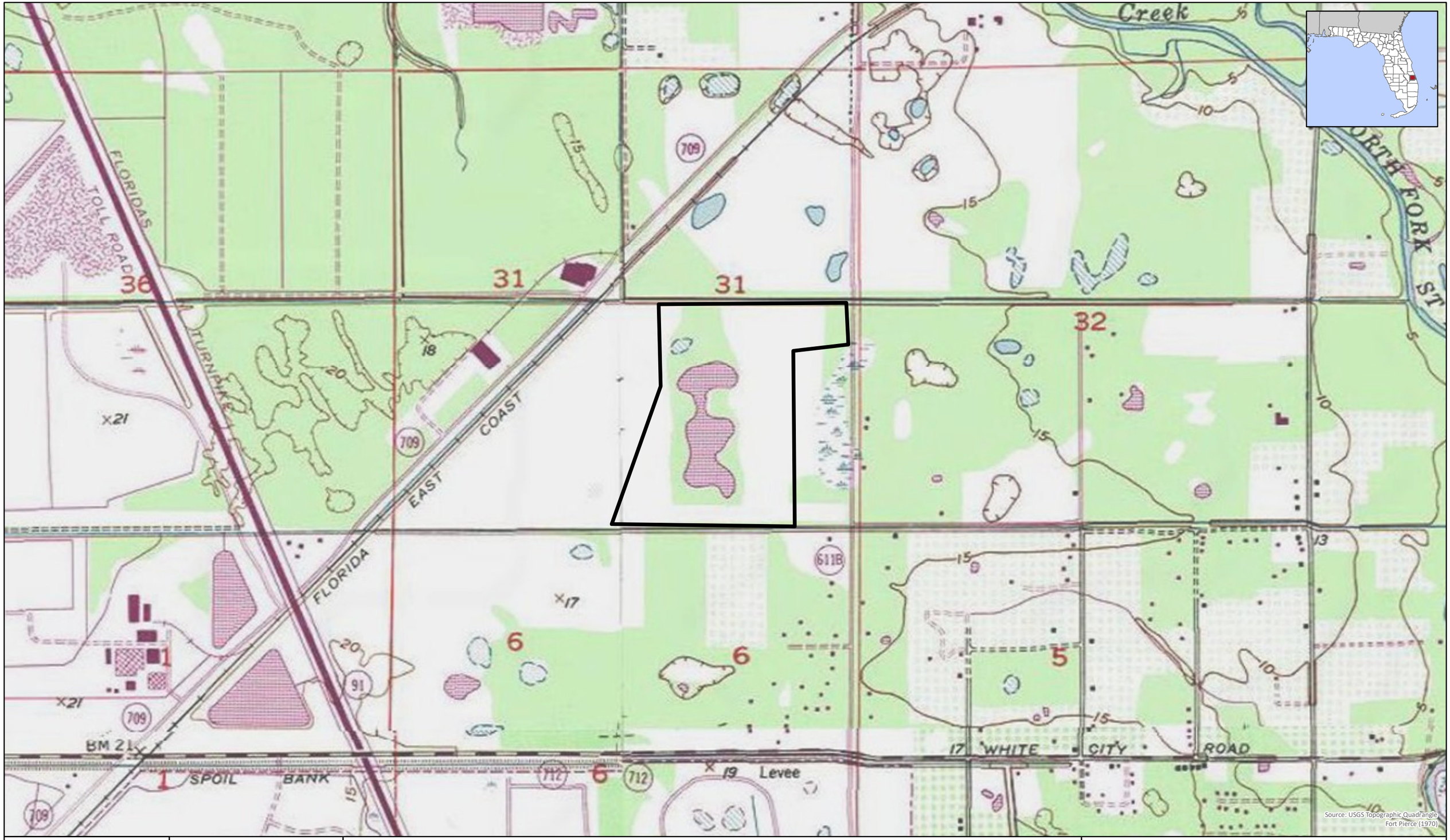
PROPOSED IMPACTS FROM DEVELOPMENT

Based on the desktop review, document review, site inspection, and review of the August 11, 2021 Sketch Layout, the proposed development areas are within upland and non-wetland areas, avoiding direct impacts to Wetlands H and I. Therefore, it does not appear wetland impact permits will be required from the South Florida Water Management District or the U.S. Army Corps of Engineers. Additionally, based on Atwell's review of the site, the proposed development areas are also not located within potentially suitable listed species habitat. Therefore, the project is not likely to impact wetlands or any listed species. Should you have any questions regarding this or any other matter, please feel free to contact our office at (248) 447-2000.

FIGURES

FIGURE 1

SITE LOCATION MAP



Source: USGS Topographic Quadrangle, Fort Pierce (1970)

ATWELL

Environmental Impact Report
Fort Pierce, Florida
21003499
September 22, 2021

0 1,000 Feet

Project Area (~108 acres)

Site Location Map
Section 31, T35S R40E
St. Lucie County, Florida

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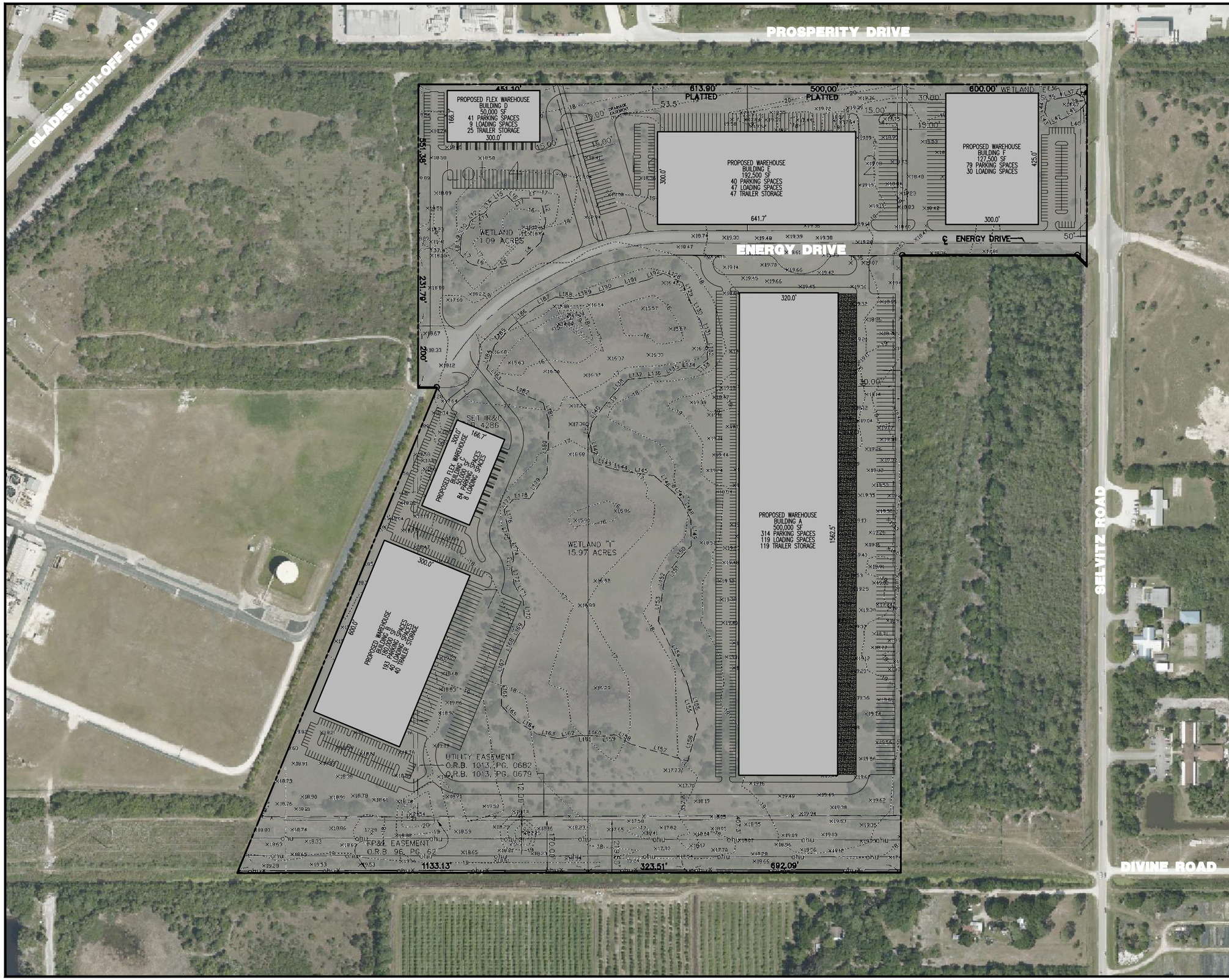
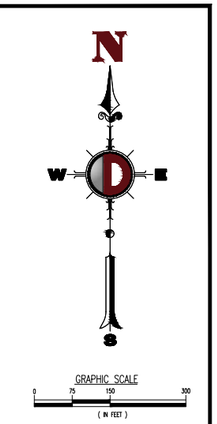
FIGURE 2

SKETCH LAYOUT





GENERAL NOTES

1. THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING: BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY: CULPEPPER & TERPENING, INC. LAST REVISED: 04/17/2006

   GOOGLE AERIALS; DATED: 01/21/2021

2. THIS PLAN IS INTENDED FOR SKETCH PURPOSES ONLY. NO ORDINANCE OR OTHER AGENCY GUIDELINES HAVE BEEN REFERENCED IN THE DESIGN OF THIS PLAN AND IS SUBJECT TO A DUE DILIGENCE REVIEW.

3. THE EXISTING CONDITIONS SHOWN HEREON IS BASED UPON INFORMATION THAT WAS SUPPLIED TO OUR OFFICE AT THE TIME OF SKETCH PREPARATION AND MAY BE SUBJECT TO CHANGE AND MUST BE UPDATED UPON PERFORMANCE OF A SURVEY.

SKETCH LAYOUT

DYNAMIC ENGINEERING

SKETCH C
08/11/2021
1"=150'

PROPOSED INDUSTRIAL DEVELOPMENT
TREASURE COAST BUSINESS PARK PLAT
FT. PIERCE, ST. LUCIE COUNTY, FLORIDA

STERLING EG

PREPARED BY:
MICHAEL D. MILES, P.E.
DYNAMIC ENGINEERING CONSULTANTS, P.C.
100 NE 5th AVE, SUITE B2
DELRAY BEACH, FLORIDA 33484

DYNAMIC PROJECT NUMBER:

Plotted: 08/11/21 – 6:05 PM, By: kkonkus
File: P:\DECPC OPPORTUNITY DATA\Florida\2021\Sterling EG\Fort Pierce – Midway Road\DWG\2021.08.09 – Sketch C.dwg, ---> SKETCH C

COPYRIGHT © 2021 – DYNAMIC ENGINEERING CONSULTANTS, PC – ALL RIGHTS RESERVED

FIGURE 3

SOIL MAP

Soil Map—St. Lucie County, Florida
(Soils with Project Area)



Map Scale: 1:6,640 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 50 100 200 300

Feet
0 300 600 1200 1800

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 14, Jun 9, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 6, 2019—Mar 23, 2019

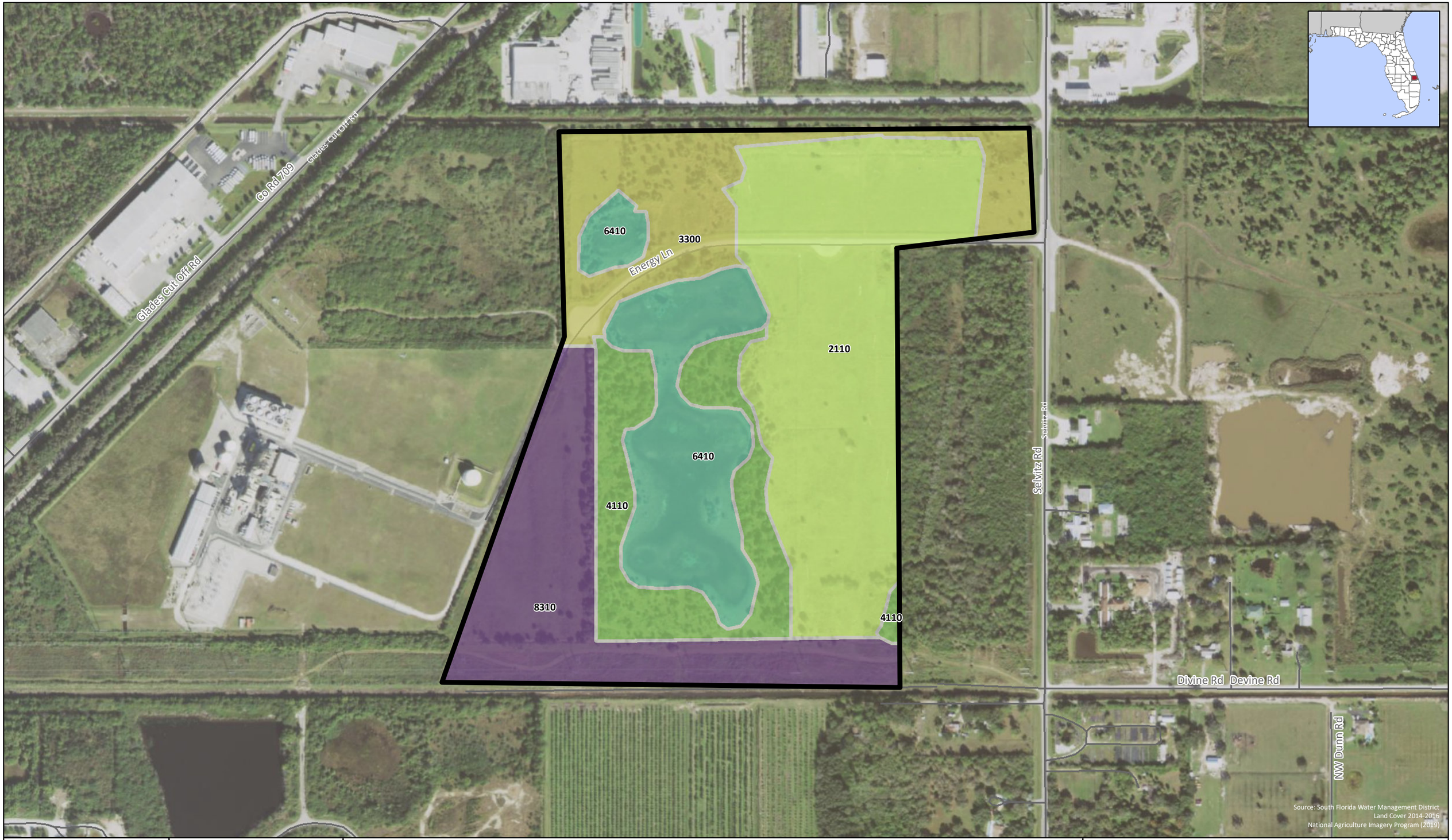
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farmton sands	15.7	14.5%
13	Floridana sand, frequently ponded, 0 to 2 percent slopes	5.0	4.7%
26	Oldsmar sand, depressional	16.1	15.0%
44	Tantile and Pomona sands	70.9	65.8%
Totals for Area of Interest		**107.7**	**100.0%**

FIGURE 4

FLUCCS MAP



ATWELL

Environmental Impact Report
Fort Pierce, Florida
21003499
September 23, 2021

0 400
Feet

Project Area (~108 acres)
Road

Florida Land Cover
2110, Improved Pastures
3300, Mixed Rangeland
4110, Pine Flatwoods
6410, Freshwater Marshes / Graminoid Prairie - Marsh
8310, Electric Power Facilities

FLUCCS Map
Section 31, T35S R40E
St. Lucie County, Florida

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APPENDIX A

FNAI REPORT

FLORIDA Natural Areas INVENTORY

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

September 16, 2021

Elizabeth Wilk
Atwell, LLC
1240 East Diehl Road, Suite 300
Naperville, IL 60563

Dear Ms. Wilk,

Thank you for requesting information from the Florida Natural Areas Inventory (FNAI). At your request we have produced the following report for your project area.

The purpose of this Standard Data Report is to provide objective scientific information on natural resources located in the vicinity of a site of interest, in order to inform those involved in project planning and evaluation. This Report makes no determination of the suitability of a proposed project for this location, or the potential impacts of the project on natural resources in the area.

Project: Fort Pierce

Date Received: 9/15/2021

Location: St Lucie County

Element Occurrences

A search of our maps and database indicates that we currently have a few element occurrences mapped in the vicinity of the study area (see enclosed map and element occurrence table). Please be advised that a lack of element occurrences in the FNAI database is not a sufficient indication of the absence of rare or endangered species on a site.

The element occurrences data layer includes occurrences of rare species and natural communities. The map legend indicates that some element occurrences occur in the general vicinity of the label point. This may be due to lack of precision of the source data, or an element that occurs over an extended area (such as a wide ranging species or large natural community). For animals and plants, element occurrences generally refer to more than a casual sighting; they usually indicate a viable population of the species. Note that some element occurrences represent historically documented observations which may no longer be extant. Extirpated element occurrences will be marked with an 'X' following the occurrence label on the enclosed map.

Likely and Potential Rare Species

In addition to documented occurrences, other rare species and natural communities may be identified on or near the site based on habitat models and species range models (see enclosed Biodiversity Matrix Report). These species should be taken into consideration in field surveys, land management, and impact avoidance and mitigation.

FNAI habitat models indicate areas, which based on land cover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Habitat models have been developed for approximately 300 of the rarest species tracked by the Inventory, including all federally listed species.

Florida Resources and Environmental Analysis Center

Institute of Science and Public Affairs

The Florida State University

FNAI species range models indicate areas that are within the known or predicted range of a species, based on climate variables, soils, vegetation, and/or slope. Species range models have been developed for approximately 340 species, including all federally listed species.

The FNAI Biodiversity Matrix Geodatabase compiles Documented, Likely, and Potential species and natural communities for each square mile Matrix Unit statewide.

CLIP

The enclosed map shows natural resource conservation priorities based on the Critical Lands and Waters Identification Project. CLIP is based on many of the same natural resource data developed for the Florida Forever Conservation Needs Assessment, but provides an overall picture of conservation priorities across different resource categories, including biodiversity, landscapes, surface waters, and aggregated CLIP priorities (that combine the individual resource categories). CLIP is also based primarily on remote sensed data and is not intended to be the definitive authority on natural resources on a site.

For more information on CLIP, visit https://www.fnai.org/services/clip.

The Inventory always recommends that professionals familiar with Florida's flora and fauna conduct a site-specific survey to determine the current presence or absence of rare, threatened, or endangered species.

Please visit www.fnai.org/trackinglist.cfm for county or statewide element occurrence distributions and links to more element information.

The database maintained by the Florida Natural Areas Inventory is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources. However, the data are not always based on comprehensive or site-specific field surveys. Therefore this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. Inventory data are designed for the purposes of conservation planning and scientific research, and are not intended for use as the primary criteria for regulatory decisions.

Information provided by this database may not be published without prior written notification to the Florida Natural Areas Inventory, and the Inventory must be credited as an information source in these publications. **The maps contain sensitive environmental information, please do not distribute or publish without prior consent from FNAI.** FNAI data may not be resold for profit.

Thank you for your use of FNAI services. An invoice will be mailed separately. If I can be of further assistance, please contact me at (850) 224-8207 or at kbrinegar@fnai.fsu.edu.

Sincerely,

Kerri Brinegar

Kerri Brinegar
GIS / Data Services

Encl

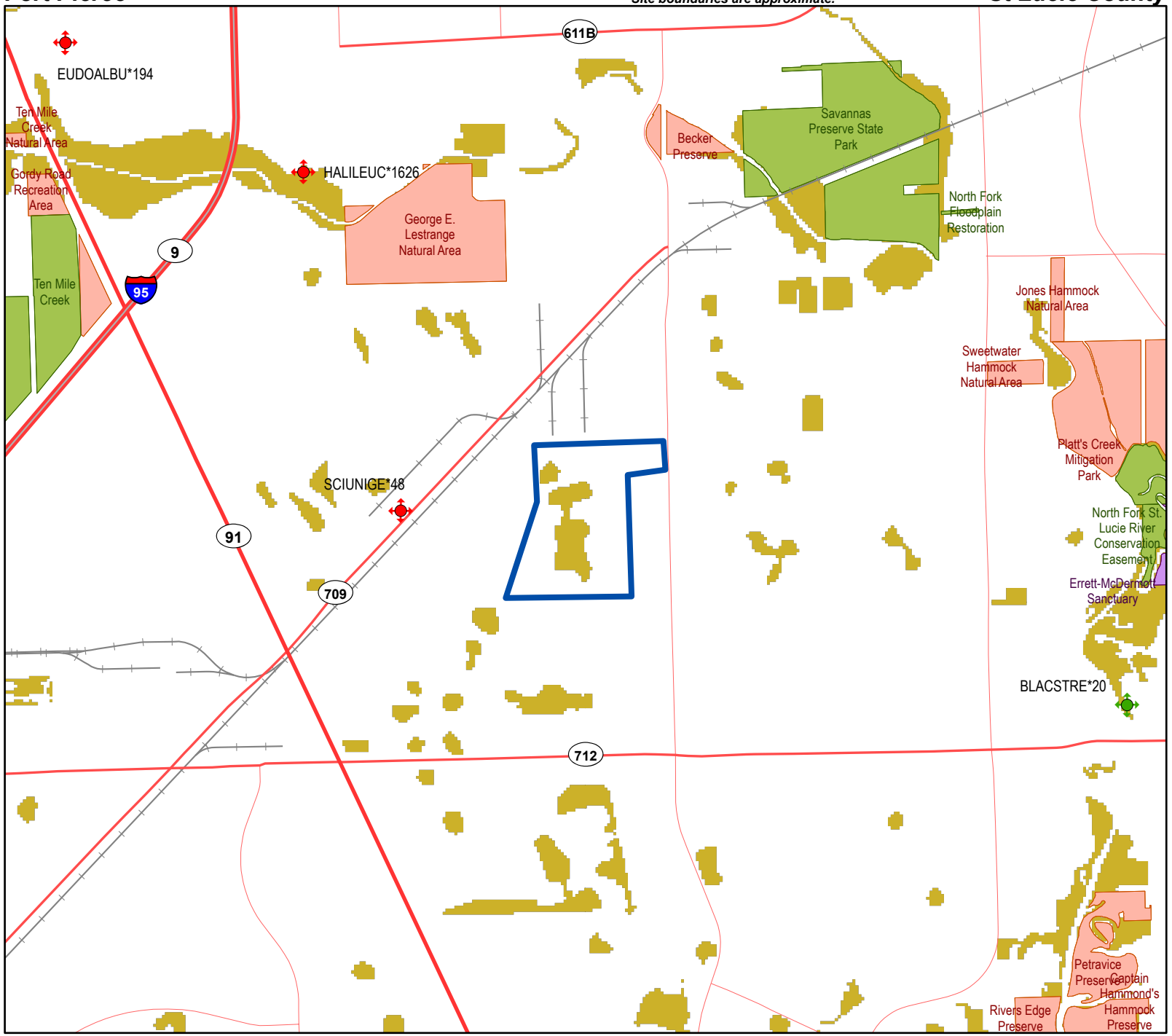
1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
(850) 224-8207
(850) 681-9364 Fax
www.fnai.org

FLORIDA Natural Areas INVENTORY

Fort Pierce

Site boundaries are approximate.

St Lucie County



Element Occurrences

- Animals
- Plants
- Communities
- Other
- Data Sensitive

Point Indicates General Vicinity of Element

U.S. Fish & Wildlife Service Scrub Jay Survey 1992-96

Conservation Lands

- Federal
- State
- Local
- Private
- State Aquatic Preserves

N

Land Acquisition Projects

- Florida Forever Board of Trustees Projects

- FNAI Rare Species Habitat
- FNAI Biodiversity Matrix Square Mile Units

- County Boundary
- Roads
- Water

NOTE
This map contains environmentally sensitive information. Please do not distribute or publish without prior consent from FNAI. Map should not be interpreted without accompanying documents.

Map produced by KAB
9/16/2021

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
(850) 224-8207
(850) 681-9364 Fax
www.fnai.org

FLORIDA Natural Areas INVENTORY

Fort Pierce

Site boundaries are approximate.

St Lucie County

CLIP v4.0 Resource Priorities

Biodiversity Resource Category
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Landscape Resource Category
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

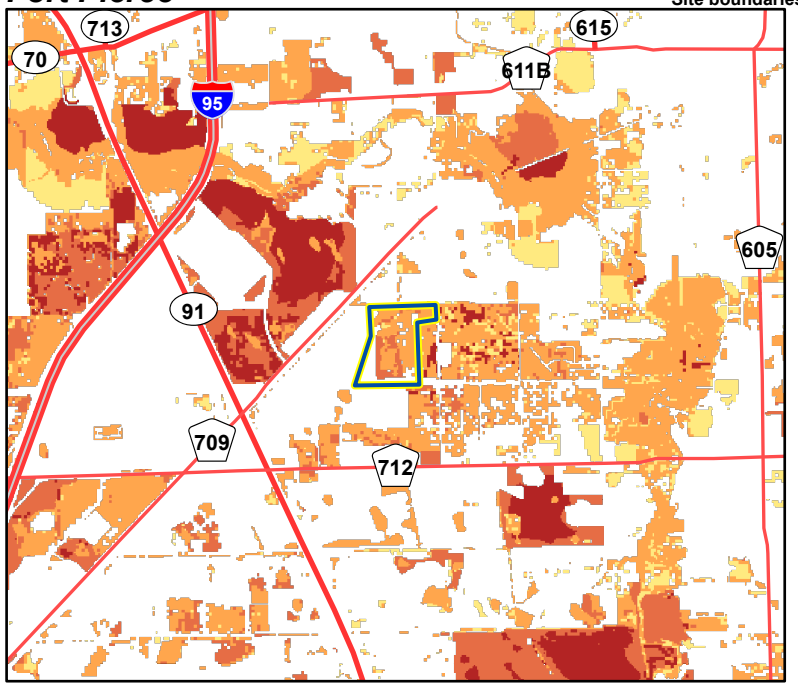
Surface Water Resource Category
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

Aggregated CLIP Priorities
- Priority 1 - highest
- Priority 2
- Priority 3
- Priority 4
- Priority 5

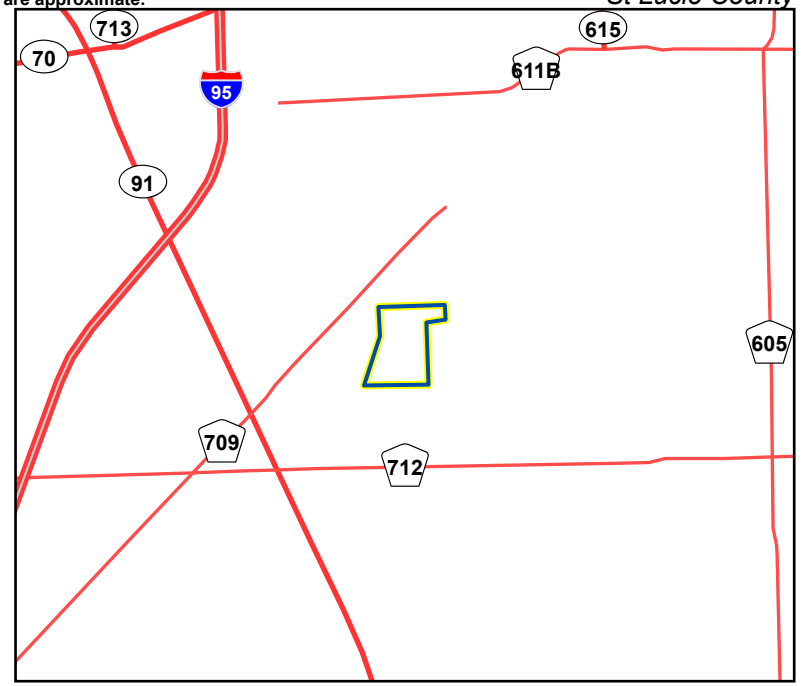
Site Boundary

Map should not be interpreted without accompanying documents.

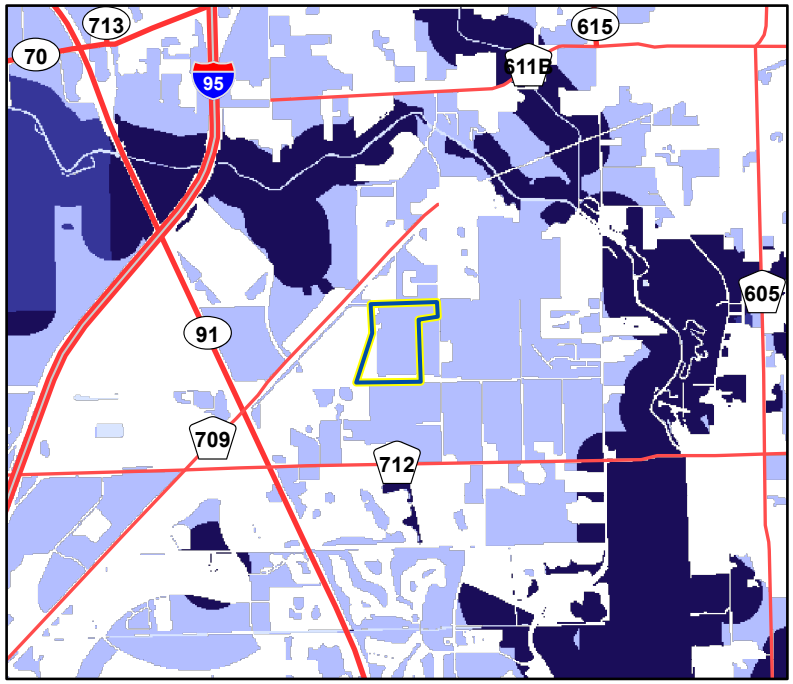
Critical Lands and Waters Identification Project (CLIP) is a cooperative effort between the FSU Florida Natural Areas Inventory, UF Center for Landscape Conservation Planning, and FL Fish & Wildlife Conservation Commission, with additional funding from FL Dept of Environmental Protection and US Fish & Wildlife Service.



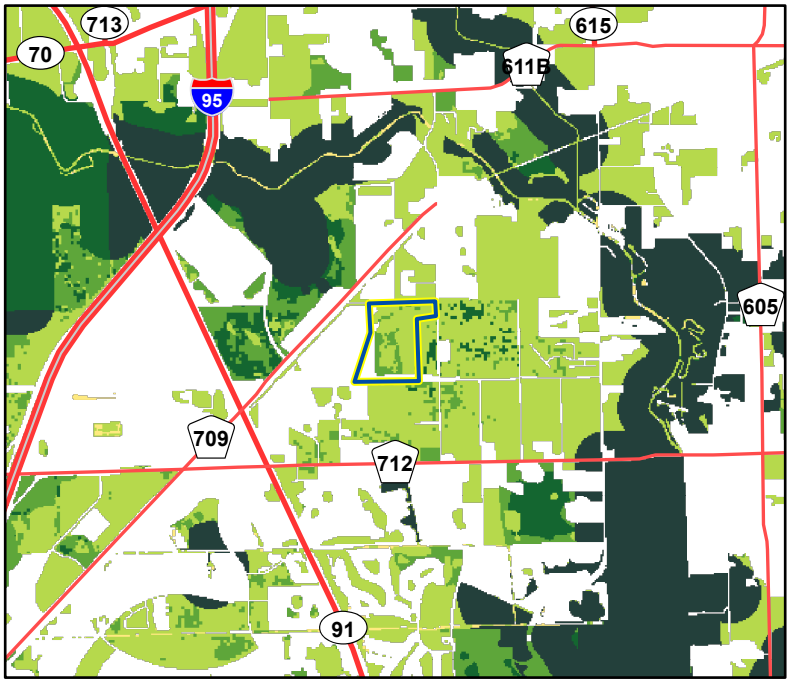
CLIP Biodiversity Resource Priorities



CLIP Landscape Resource Priorities



CLIP Surface Water Resource Priorities



CLIP Aggregated Resource Priorities

0 0.5 1 2 3 4 Miles

Map produced by KAB
9/16/2021

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
(850) 224-8207
(850) 681-9364 Fax
www.fnai.org

FNAI ELEMENT OCCURRENCE REPORT on or near

Fort Pierce

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
BLACSTRE*20	Blackwater stream		G4	S3	N	N	2004	16 MI OF DESIGNATED AQUATIC PRESERVE.	2004: extant based on aerial photography (PNDJAC01FLUS). 1982-Pre: see U82NPS01FLUS.
HALILEUC*1626	*Haliaeetus leucocephalus*	Bald Eagle	G5	S3	N	N	2003	2005-07-12: Source does not provide a description.	Nest status: Active, 2003, 2002, 2001, 2000; Unknown status or not assessed, 1999;(U03FWC01FLUS)
SCIUNIGE*48	*Sciurus niger niger*	Southeastern Fox Squirrel	G5T5	S3	N	N	1980-06-01	No general description given	SPEC (UF-20941) COLL 1 JUNE 1980 BY BILL AND HELEN DOWSLING.

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Florida Natural Areas Inventory

Biodiversity Matrix Report

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
Matrix Unit ID: 65971					
Likely					
Mesic flatwoods		G4	S4	N	N
Mycteria americana	Wood Stork	G4	S2	T	FT
Potential					
Athene cunicularia floridana	Florida Burrowing Owl	G4T3	S3	N	ST
Coelorachis tuberculosa	Piedmont jointgrass	G3	S3	N	T
Conradina grandiflora	large-flowered rosemary	G3	S3	N	T
Drymarchon couperi	Eastern Indigo Snake	G3	S2?	T	FT
Glandularia maritima	coastal vervain	G3	S3	N	E
Gopherus polyphemus	Gopher Tortoise	G3	S3	C	ST
Lechea cernua	nodding pinweed	G3	S3	N	T
Linum carteri var. smallii	Small's flax	G2T2	S2	N	E
Nemastylis floridana	celestial lily	G2	S2	N	E
Polygala smallii	tiny polygala	G1	S1	E	E
Pteroglossaspis ecristata	giant orchid	G2G3	S2	N	T
Rostrhamus sociabilis	Snail Kite	G4G5	S2	E	FE
Sceloporus woodi	Florida Scrub Lizard	G2G3	S2S3	N	N
Sciurus niger niger	Southeastern Fox Squirrel	G5T5	S3	N	N

Definitions: *Documented - Rare species and natural communities documented on or near this site.*
Documented-Historic - Rare species and natural communities documented, but not observed/reported within the last twenty years.
Likely - Rare species and natural communities likely to occur on this site based on suitable habitat and/or known occurrences in the vicinity.
Potential - This site lies within the known or predicted range of the species listed.

Elements and Element Occurrences

An **element** is any exemplary or rare component of the natural environment, such as a species, natural community, bird rookery, spring, sinkhole, cave, or other ecological feature.

An **element occurrence (EO)** is an area of land and/or water in which a species or natural community is, or was, present. An EO should have practical conservation value for the Element as evidenced by potential continued (or historical) presence and/or regular recurrence at a given location.

Element Ranking and Legal Status

Using a ranking system developed by NatureServe and the Natural Heritage Program Network, the Florida Natural Areas Inventory assigns two ranks for each element. The global rank is based on an element's worldwide status; the state rank is based on the status of the element in Florida. Element ranks are based on many factors, the most important ones being estimated number of Element Occurrences (EOs), estimated abundance (number of individuals for species; area for natural communities), geographic range, estimated number of adequately protected EOs, relative threat of destruction, and ecological fragility.

FNAI GLOBAL ELEMENT RANK

G1 = Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
G2 = Imperiled globally because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
G3 = Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
G4 = Apparently secure globally (may be rare in parts of range).
G5 = Demonstrably secure globally.
GH = Of historical occurrence throughout its range, may be rediscovered (e.g., ivory-billed woodpecker).
GX = Believed to be extinct throughout range.
GXC = Extirpated from the wild but still known from captivity or cultivation.
G#? = Tentative rank (e.g., G2?).
G#G# = Range of rank; insufficient data to assign specific global rank (e.g., G2G3).
G#T# = Rank of a taxonomic subgroup such as a subspecies or variety; the G portion of the rank refers to the entire species and the T portion refers to the specific subgroup; numbers have same definition as above (e.g., G3T1).
G#Q = Rank of questionable species - ranked as species but questionable whether it is species or subspecies; numbers have same definition as above (e.g., G2Q).
G#T#Q = Same as above, but validity as subspecies or variety is questioned.
GU = Unrankable; due to a lack of information no rank or range can be assigned (e.g., GUT2).
GNA = Ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
GNR = Element not yet ranked (temporary).
GNRTNR = Neither the element nor the taxonomic subgroup has yet been ranked.

FNAI STATE ELEMENT RANK

S1 = Critically imperiled in Florida because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
S2 = Imperiled in Florida because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
S3 = Either very rare and local in Florida (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
S4 = Apparently secure in Florida (may be rare in parts of range).
S5 = Demonstrably secure in Florida.
SH = Of historical occurrence in Florida, possibly extirpated, but may be rediscovered (e.g., ivory-billed woodpecker).
SX = Believed to be extirpated throughout Florida.
SU = Unrankable; due to a lack of information no rank or range can be assigned.
SNA = State ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
SNR = Element not yet ranked (temporary).

FEDERAL LEGAL STATUS

Legal status information provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant federal agency.

Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

C = Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.
E = Endangered: species in danger of extinction throughout all or a significant portion of its range.
E, T = Species currently listed endangered in a portion of its range but only listed as threatened in other areas
E, PDL = Species currently listed endangered but has been proposed for delisting.
E, PT = Species currently listed endangered but has been proposed for listing as threatened.
E, XN = Species currently listed endangered but tracked population is a non-essential experimental population.
T = Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.
PE = Species proposed for listing as endangered
PS = Partial status: some but not all of the species' infraspecific taxa have federal
PT = Species proposed for listing as threatened
SAT = Treated as threatened due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.
SC = Not currently listed, but considered a "species of concern" to USFWS.

STATE LEGAL STATUS

Provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant state agency.

Animals: Definitions derived from "Florida's Endangered Species and Species of Special Concern, Official Lists" published by Florida Fish and Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

C = Candidate for listing at the Federal level by the U. S. Fish and Wildlife Service
FE = Listed as Endangered Species at the Federal level by the U. S. Fish and Wildlife Service
FT = Listed as Threatened Species at the Federal level by the U. S. Fish and Wildlife Service
FXN = Federal listed as an experimental population in Florida
FT(S/A) = Federal Threatened due to similarity of appearance
ST = State population listed as Threatened by the FFWCC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future.
SSC = Listed as Species of Special Concern by the FFWCC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species. (SSC* for Pandion haliaetus (Osprey) indicates that this status applies in Monroe county only.)
N = Not currently listed, nor currently being considered for listing.

Plants: Definitions derived from Sections 581.011 and 581.185(2), Florida Statutes, and the Preservation of Native Flora of Florida Act, 5B-40.001. FNAI does not track all state-regulated plant species; for a complete list of state-regulated plant species, call Florida Division of Plant Industry, 352-372-3505 or see: http://www.doacs.state.fl.us/pi/.

E = Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.
T = Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.
N = Not currently listed, nor currently being considered for listing.

Element Occurrence Ranking

FNAI ranks of quality of the element occurrence in terms of its viability (EORANK). Viability is estimated using a combination of factors that contribute to continued survival of the element at the location. Among these are the size of the EO, general condition of the EO at the site, and the conditions of the landscape surrounding the EO (e.g. an immediate threat to an EO by local development pressure could lower an EO rank).

A = Excellent estimated viability
A? = Possibly excellent estimated viability
AB = Excellent or good estimated viability
AC = Excellent, good, or fair estimated viability
B = Good estimated viability
B? = Possibly good estimated viability
BC = Good or fair estimated viability
BD = Good, fair, or poor estimated viability
C = Fair estimated viability
C? = Possibly fair estimated viability
CD = Fair or poor estimated viability
D = Poor estimated viability
D? = Possibly poor estimated viability
E = Verified extant (viability not assessed)
F = Failed to find
H = Historical
NR = Not ranked, a placeholder when an EO is not (yet) ranked.
U = Unrankable
X = Extirpated

*For additional detail on the above ranks see: http://www.natureserve.org/explorer/eorankguide.htm

FNAI also uses the following EO ranks:

H? = Possibly historical
F? = Possibly failed to find
X? = Possibly extirpated

The following offers further explanation of the H and X ranks as they are used by FNAI:

The rank of H is used when there is a lack of recent field information verifying the continued existence of an EO, such as (a) when an EO is based only on historical collections data; or (b) when an EO was ranked A, B, C, D, or E at one time and is later, without field survey work, considered to be possibly extirpated due to general habitat loss or degradation of the environment in the area. This definition of the H rank is dependent on an interpretation of what constitutes "recent" field information. Generally, if there is no known survey of an EO within the last 20 to 40 years, it should be assigned an H rank. While these time frames represent suggested maximum limits, the actual time period for historical EOs may vary according to the biology of the element and the specific landscape context of each occurrence (including anthropogenic alteration of the environment). Thus, an H rank may be assigned to an EO before the maximum time frames have lapsed. Occurrences that have not been surveyed for periods exceeding these time frames should not be ranked A, B, C, or D. The higher maximum limit for plants and communities (i.e., ranging from 20 to 40 years) is based upon the assumption that occurrences of these elements generally have the potential to persist at a given location for longer periods of time. This greater potential is a reflection of plant biology and community dynamics. However, landscape factors must also be considered. Thus, areas with more anthropogenic impacts on the environment (e.g., development) will be at the lower end of the range, and less-impacted areas will be at the higher end.

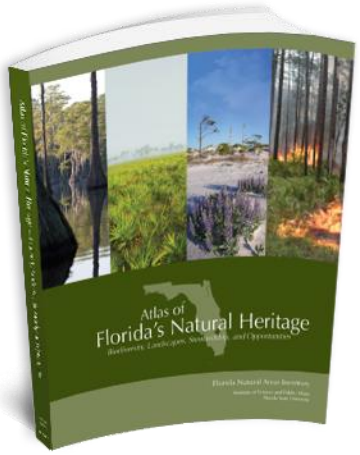
The rank of X is assigned to EOs for which there is documented destruction of habitat or environment, or persuasive evidence of eradication based on adequate survey (i.e., thorough or repeated survey efforts by one or more experienced observers at times and under conditions appropriate for the Element at that location).

ON SALE NOW

Atlas of Florida's Natural Heritage

Biodiversity, Landscapes, Stewardship, and Opportunities

The Florida Natural Areas Inventory is pleased to announce the publication of the ***Atlas of Florida's Natural Heritage: Biodiversity, Landscapes, Stewardship, and Opportunities***. This high-quality, full-color *Atlas* is sure to become a standard reference for anyone involved in the conservation, management, study, or enjoyment of Florida's rich natural resources. We hope the *Atlas* will inspire, educate, and raise awareness of and interest in biodiversity and conservation issues.



Learn more about the Atlas, view sample pages and order your copy today at:
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Dynamic Engineering Consultants, PC
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100 NE 5th Avenue, Suite B2
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December 10th, 2021

City of Fort Pierce
Planning Department
100 North US Highway 1
Fort Pierce, Florida 34950

Re: Fort Pierce Commerce Center
Drainage Statement
Selvitz Road & Energy Lane
Parcel/Tax ID No: 2431-800-0005-000-1, 2431-800-0004-000-4, 2431-800-0002-000-0, 2431-800-0006-000-8, 2431-800-0007-000-5, 2431-800-0003-000-7
DEC No.: 3342-99-005

Dear members of the Planning Department,

On behalf of our client, St. Lucie Commerce Center, LLC (the "Applicant") please accept this drainage narrative for the Fort Pierce Commerce Center (the "Project"). The 108.78-acre project site is designated at the subject location in the City of Fort Pierce. The applicant is proposing to construct +/-1,215,000 SF or 27.89 acres of industrial/warehouse building with associated site improvements including, but not limited to, truck loading, trailer storage, parking, stormwater management, utility infrastructure, landscaping, and lighting. This statement has been prepared to analyze the proposed drainage conditions for the Applicant's proposed project.

The subject property is under the jurisdiction of the City of Fort Pierce, North St. Lucie River Water Control District (NSLRWCD) and South Florida Water Management District (SFWMD), bordered on both the northern and southern boundaries by NSLRWCD canals 101 and 102. The receiving water bodies are NSLRWCD Canals 101 & 102, and have been identified as impaired by SFWMD. The subject property was previously permitted under SFWMD Permit No. 56-02297-P for a similar industrial development. A portion of the permitted work was completed, which included utility and stormwater infrastructure, and the construction of Energy Lane. The existing stormwater management system consists of approximately 17.53 acres of preserved wetlands, a series of interconnected catch basins, and two control structures that allow stormwater runoff discharge from the subject property into the NSLRWCD canals 101 and 102.

The following table, Table 1, shows the pre-development and post-development land use breakdown.

Land Use	Approved Under Permit 56-02297-P (ac)	Pre-Development (ac)	Post-Development (ac)	Post Development (%)
Building	40.79	0.00	27.89	25.64
Wetland Area	17.06	17.53	17.53	16.12
Wet Detention	N/A	0.00	3.67	3.37
Other Impervious	25.51	1.82	28.35	26.06
Pervious (excluding Dry Detention)	17.59	89.43	27.84	25.59
Dry Detention	7.80	0.00	3.50	3.22
Total	**108.78**	**108.78**	**108.78**	**100.00**

Table 1

The proposed stormwater management design for the subject property will include dry detention ponds, wet detention ponds, swales, existing wetlands, and a series of interconnected inlets and underground drainage pipe system that will route the stormwater through the existing two control structures to outfall stormwater to the NSLRWCD canals 101 and 102. Water quality is attained by following the SWERP Manual – Surface Water Quality Standards of the Florida Department of Environmental Protection Rule 62-302. The required design treatment volume for new development is the greater of the following:

a. The first inch of runoff from the entire contributing area,
b. 2.5 inches times the percentage of imperviousness for the contributing area.

For the subject property, the greater of the two criteria above referenced is option (b). 2.5 inches times the percentage of imperviousness for the contributing area. Based on the proposed land values in Table 1 provided above, a treatment volume of 9.72 ac-ft is required. Separately, 0.5" of dry-pretreatment is required for the entire project area, which equates to 3.66 ac-ft of dry-pretreatment. Treatment calculations were based on developable project area. The preserved wetland area was not included in required treatment calculations.

The 3.66 ac-ft of dry pre-treatment volume is provided by interpolation, using the proposed stage storage calculations provided, at stage 17.77 (N.A.V.D.) within the dry swales and dry detention areas. Therefore, catch basins' elevations will be set at the pre-treatment elevation prior to draining into the wet detention areas. This is to ensure that all dry-pretreatment is provided prior to overflow into the wet detention system. Additionally, the 8.64 ac-ft of treatment volume is being provided at stage 15.96 (N.A.V.D.). Therefore, the weirs, prior to any discharge into the wetlands, will be set at 16.00 (N.A.V.D.) to ensure all water quality is provided prior to outfall into the preserved wetlands. The calculations for these design parameters are conceptual in nature and available in the Drainage Calculations attached to this document, and were calculated without discharge using TR-55 criteria.

Based on the findings of the geotechnical investigation report by Dynamic Earth (DEARTH), the groundwater table was located at an average of 3' below ground level. The control water elevation is 15.51 (N.A.V.D.). Available information for the water table data for the NSLRWCD Canals 101 and 102 were also used to set the control water elevation, and the available data was consistent with the 15.51 (N.A.V.D.) elevation.

Per NSLRWCD, the allowable discharge during the 10-yr/72-hr storm event is 2" volume per day. Therefore, the allowable discharge for the proposed development is 9.14 cfs.

The perimeter berm elevation is based on the 25-yr/72-hr storm event. The subject property has no base flood information per FEMA FIRMette 12111C0188K (attached to this document); therefore, the Finished Floor Elevation (FFE) was governed by the 100 year/72-hr storm stage elevation. The preliminary peak stages (no discharge accounted for) and proposed grading parameters are as listed on the following table, Table 2:

Design Storm Event (Freq/Duration)	Rainfall (in)	Runoff Volume (ac-ft) (NAVD)	Post Development (ft) (NAVD)	Proposed Minimum Design Parameters (NAVD)	Parameter Criteria
10-Year/1-hr	3.20	15.73	16.30	N/A	N/A
10-Year/24-hr	6.00	38.72	17.22	18.18	Inlet/TOB
10-Year/72-hr	8.00	56.01	17.86	N/A	Discharge
25-Year/72-hr	9.50	69.18	18.32	18.51	Perimeter Berm
100-Year/72-hr	12.23	93.39	18.85	23.59	Finished Floor

Table 2

The proposed development has been conceptually designed with provisions for the safe and efficient control of stormwater runoff in a manner that will not adversely impact the existing drainage patterns, adjacent roadways or adjacent parcels. A final site grading and drainage calculations/impacts will be provided at time of permit. We respectfully request your review and approval of the requested stormwater permits for construction.

Sincerely,
Dynamic Engineering Consultants, P.C.

_____
Michael D. Miles, PE
Regional Manager/ Principal
FL Professional Engineer License No.81313

Attachments:

- FEMA FIRMette 12111C0188K
- Drainage Calculations

National Flood Hazard Layer FIRMette

FEMA

80°22'34"W 27°23'17"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

80°21'57"W 27°22'45"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/19/2021 at 11:26 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

DYNAMIC
ENGINEERING EARTH SURVEY TRAFFIC

Land Use & Soil Storage Calculations

Fort Pierce Commerce Center

Job No: 3342-99-005

Designed by: JCP/ ACM
Checked by: MDM/ ACM
Date: 12/9/2021

Post-Development Land Uses	Sub-Area (ac)	Area (ac)
Impervious Areas		60.04
Buildings	27.89	
Asphalt, Pavement, Sidewalk, Misc. Impervious	28.35	
Wet Detention Surfaces	3.80	
Wet Detention Banks	0.77	
Wetland Surfaces		17.53
Wetland Banks		3.37
Pervious Areas		27.84
Dry Detention (17.50)	0.20	
Dry Detention Banks (19.50-17.50)	0.11	
Dry Detention (16.51)	0.99	
Dry Detention Banks (17.51-16.51)	0.23	
Dry Detention (17.28)	0.05	
Dry Detention Banks (18.28-17.28)	0.02	
Dry Detention (16.51)	1.27	
Dry Detention Banks (18.51-16.51)	0.63	
Landscaping	23.57	
Total Area		108.78

Soil Storage	Existing	Proposed	
Control Water Elevation	15.51	15.51	NAVD
Average Site Elevation (Dry Detention)	10.85	17.60	NAVD
Average Depth to Water Table (Dry Detention)	-4.66	2.09	ft
Soil Storage Capability (Coastal)	0.00	1.88	in
Soil Storage (S) Over the Site (Dry Detention)	0.00	0.03	in
Average Site Elevation (Landscaping)	15.87	19.51	NAVD
Average Depth to Water Table (Landscaping)	0.36	4.00	ft
Soil Storage Capability (Coastal)	0.00	8.18	in
Soil Storage (S) Over the Site (Landscaping)	0.00	1.77	in
Soil Storage (S) Over the Site (Entire Site)	**0.00**	**1.81**	in
Curve Number (CN) Based on Soil Storage (S)	100.00	84.71	

Post Development Stage-Storage Calculations

Fort Pierce Commerce Center

Land Uses	Storage Type (Linear/Vertical)	Area (AC)	Elevation Range Average Low	NAVD Average High	Stage Step Interval:	0.50
					Start Stage Elevation:	15.50
Impervious Areas	L	28.35	18.18	21.59		
Dry Detention (17.50)	V	0.20	17.50			
Dry Detention Banks (19.50-17.50)	L	0.11	17.50	19.50		
Dry Detention (16.51)	V	0.99	16.51			
Dry Detention Banks (17.51-16.51)	L	0.23	16.51	17.51		
Dry Detention (17.28)	V	0.05	17.28			
Dry Detention Banks (18.28-17.28)	L	0.02	17.28	18.28		
Dry Detention (16.51)	V	1.27	16.51			
Dry Detention Banks (18.51-16.51)	L	0.63	16.51	18.51		
Landscaping	L	23.57	18.18	21.59		
Wet Detention Surfaces	V	0.00	15.51			
Wet Detention Banks	L	0.00	15.51	18.51		
Wetland Surfaces	V	17.53	15.51			
Wetland Banks	L	3.37	15.51	16.51		
	Total Area =	76.32	DOES NOT INCLUDE BLDGS			

Stage	Impervious Areas	Dry Detention (16.51)	Dry Detention Banks (18.51-16.51)	Landscaping	Wetland Surfaces	Wetland Banks	Wet Detention Surfaces	Wet Detention Banks	Dry Detention (17.50)	Dry Detention Banks (19.50-17.50)	Dry Detention (16.51)	Dry Detention Banks (17.51-16.51)	Dry Detention (17.28)	Dry Detention Banks (18.28-17.28)	TOTAL CUMULATIVE STORAGE (AC-FT)	DRY CUMULATIVE STORAGE (AC-FT)
15.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	**0.00**
16.00	0.00	0.00	0.00	0.00	8.77	0.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**9.17**	**0.00**
16.50	0.00	0.00	0.00	0.00	17.53	1.65	0.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**19.59**	**0.00**
17.00	0.00	0.64	0.04	0.00	26.30	3.34	1.65	0.00	0.00	0.00	0.50	0.03	0.00	0.00	**32.48**	**1.20**
17.50	0.00	1.27	0.15	0.00	35.06	5.02	3.34	0.00	0.00	0.00	0.99	0.11	0.03	0.00	**45.97**	**2.55**
18.00	0.00	1.91	0.35	0.00	43.83	6.71	5.02	0.00	0.10	0.01	1.49	0.23	0.05	0.01	**59.68**	**4.13**
18.50	0.43	2.54	0.62	0.35	52.59	8.39	6.71	0.00	0.20	0.03	1.98	0.34	0.08	0.02	**74.27**	**5.80**
19.00	2.80	3.18	0.94	2.32	61.36	10.08	8.39	8.39	0.30	0.06	2.48	0.46	0.10	0.03	**100.87**	**7.53**
19.50	7.24	3.81	1.25	6.02	70.12	11.76	10.08	10.08	0.40	0.11	2.97	0.57	0.13	0.04	**124.58**	**9.28**
20.00	13.77	4.45	1.57	11.45	78.89	13.45	11.76	11.76	0.50	0.17	3.47	0.69	0.15	0.05	**152.10**	**11.03**
20.50	22.37	5.08	1.88	18.60	87.65	15.13	13.45	13.45	0.60	0.22	3.96	0.80	0.18	0.06	**183.43**	**12.78**
21.00	33.06	5.72	2.20	27.48	96.42	16.82	15.13	15.13	0.70	0.28	4.46	0.92	0.20	0.07	**218.56**	**14.53**
21.50	45.82	6.35	2.51	38.09	105.18	18.50	16.82	16.82	0.80	0.33	4.95	1.03	0.23	0.08	**257.50**	**16.28**
22.00	59.99	6.99	2.83	49.88	113.95	20.19	18.50	18.50	0.90	0.39	5.45	1.15	0.25	0.09	**299.03**	**18.03**
22.50	74.17	7.62	3.14	61.66	122.71	21.87	20.19	20.19	1.00	0.44	5.94	1.26	0.28	0.10	**340.56**	**19.78**
23.00	88.34	8.26	3.46	73.45	131.48	23.56	21.87	21.87	1.10	0.50	6.44	1.38	0.30	0.11	**382.09**	**21.53**
23.50	102.52	8.89	3.77	85.23	140.24	25.24	23.56	23.56	1.20	0.55	6.93	1.49	0.33	0.12	**423.62**	**23.28**
24.00	116.69	9.53	4.09	97.02	149.01	26.93	25.24	25.24	1.30	0.61	7.43	1.61	0.35	0.13	**465.15**	**25.03**
24.50	130.87	10.16	4.40	108.80	157.77	28.61	26.93	26.93	1.40	0.66	7.92	1.72	0.38	0.14	**506.68**	**26.78**
25.00	145.04	10.80	4.72	120.59	166.54	30.30	28.61	28.61	1.50	0.72	8.42	1.84	0.40	0.15	**548.21**	**28.53**

DYNAMIC ENGINEERING EARTH SURVEY TRAFFIC

Fort Pierce Commerce Center

Water Quality Treatment Calculations

LAND USE

Wet Detention Surface Area =	3.80	ac.	4.13%
Buildings =	27.89	ac.	30.31%
Pavement & Others =	28.35	ac.	30.81%
Green Areas =	31.98	ac.	34.75%
Total =	**92.02**	**ac.***	**100%**

*** Total area excludes wetlands for calculation purposes**

Total overall impervious surface = 65.25%

WATER QUALITY CRITERIA:

Water quality treatment shall be provided during a 3 year, 1 hour storm event (3.28") for one of the following conditions:

If a wet detention system is proposed, then whichever is the greater of the following governs treatment criteria:

a. The first inch of runoff from the entire contributing area.
b. 2.5 inches times the percentage of imperviousness for the contributing area.

2. Exfiltration trench requires the volume required for the wet detention system.

3. If a dry detention system is proposed, 75% of volume required for wet detention is required.

4. If a retention system (no outfall) is proposed, 50% of volume required for wet detention is required.

WATER QUALITY CALCULATIONS:

Volume of first inch of runoff from the entire contributing area:
= 1.00 inch X 92.02 acres X (1 foot / 12 inches)
= **7.67 ac-ft for the first inch of runoff required of wet detention storage**

Volume of 2.5 inches times the percentage of imperviousness for the contributing area:
Site area for water quality pervious & impervious calculations only:
Total Project - (Wet Detention Surface Area + Buildings)
= 92.020 acres - 31.69 acres
= **60.33 acres of contributing area for quality calculations**

Impervious area for water quality pervious / impervious calculations:
= Site Area (wq) - Pervious
= 60.33 acres - 31.98 acres
= **28.35 acres of impervious area requiring treatment**

Percentage of impervious area requiring quality treatment:
= Impervious area requiring treatment / contributing area requiring treatment
= 28.35 acres / 60.33 acres
= **46.99 % Impervious**

For 2.5 inches times the percentage of impervious area:
= 2.5 inches X 46.99 %
= **1.17 inches to be treated**

Volume required for quality detention treatment:
= Inches to be treated X (Total Contributing Area - Wet Detention Surface Areas)
= 1.17 inches X (92.02 acres - 3.80 acres) x (1 foot / 12 inches)
= **8.64 ac-ft treatment required of wet detention storage**

The first inch of runoff from the entire developed site = 7.67 ac-ft
2.5 inches times the percentage of impervious area = 8.64 ac-ft

The volume of	**8.64**	**ac-ft**	
The volume of	**6.48**	**ac-ft**	25% Credit per Note 3 above
The volume of	**9.72**	**ac-ft controls**	Additional 50% for impaired receiving water bodies

Post-Development
TR-55 Volume Calculations
Fort Pierce Commerce Center

Equations Utilized (TR55)
S = (1000/CN)-10
$Q = (P_{25} - 0.2S)^2 / (P_{25} + 0.8S)$
V_r (ac-ft) = (Q)(A)/12

STAGE-STORAGE TABLE	
Stage (elev., ft)	Site Storage (ac-ft)
15.50	0.00
16.00	9.17
16.50	19.59
17.00	32.48
17.50	45.97
18.00	59.68
18.50	74.27
19.00	100.87
19.50	124.58
20.00	152.10
20.50	183.43
21.00	218.56
21.50	257.50
22.00	299.03
22.50	340.56
23.00	382.09
23.50	423.62
24.00	465.15
24.50	506.68
25.00	548.213

RUNOFF VOLUMES					
Design Storm Event	10-year / 1-hr	10-year / 24-hr	10-year / 72-hr	25-year / 72-hr	100-year / 72-hr
Soil Retention (S) (in)	1.81	1.81	1.81	1.81	1.81
Rainfall (P) (in)	3.20	6.00	8.00	9.50	12.23
Site Drainage Area (A) (ac)	108.78	108.78	108.78	108.78	108.78
Runoff (Q) (in)	1.74	4.27	6.18	7.63	10.30
Volume of Runoff (V_r) (ac-ft)	15.73	38.72	56.01	69.18	93.39

SUMMARY					
Design Storm		Proposed TR-55 Peak Stage (ft)	ICPR Routed Peak Stage (ft)	Design Elevation Parameter Criteria	Proposed Design Parameter
10-year / 1-hr		16.30	N/A	N/A	N/A
10-year / 24-hr		17.22	N/A	Inlet	18.18
10-year / 72-hr		17.86	N/A	Discharge	N/A
25-year / 72-hr		18.32	N/A	Perimeter Berm	18.51
100-year / 72-hr		18.85	N/A	Finished Floor	23.59
Design Storm		Allowable Discharge (cfs)	Allowable Discharge:		
10-year / 72-hr		9.14	2"/AC/DAY PER NSLRWCD DESIGN STANDARDS FOR CANALS 101 & 102		

O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

Ft. Pierce Commerce Center
(FKA Energy & Selvitz)

Prepared for:

Mr. Michael D. Miles, P.E.
Dynamic Engineering Consultants, P.C.
100 NE 5th Ave, Suite B2
Delray Beach, FL 33483

Prepared by:

O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, Florida 34994
772-781-7918

December 7, 2021
Updated May 12, 2022
Updated August 11, 2022

SR21093.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 8/11/2022 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

December 3, 2021

Mr. Michael D. Miles, P.E.
Dynamic Engineering Consultants, P.C.
100 NE 5th Ave, Suite B2
Delray Beach, FL 33483

Re: Ft. Pierce Commerce Center

Dear Mr. Miles, P.E. :

O'Rourke Engineering & Planning has completed the analysis of the proposed Ft. Pierce Commerce Center warehouse development located on Energy Lane and west of Selvitz Road in St. Lucie County, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,

O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E.
Registered Civil Engineer

Ft. Pierce Commerce Ctr Traffic Analysis 8.11.2022

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APPENDICES

APPENDIX A: Site Plan
APPENDIX B: St. Lucie County 2021 Level of Service Report, FDOT 2012 Quality Level of Service, and St. Lucie County 5-Year TIP
APPENDIX C: Other Project Data/Growth Rate
APPENDIX D: Intersection Analysis Data/Driveway Analysis Data

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed commercial development located south of Prosperity Drive and west of Selvitz Road in St. Lucie County. The purpose of this report is to determine the projects impact on the surrounding roadway system.

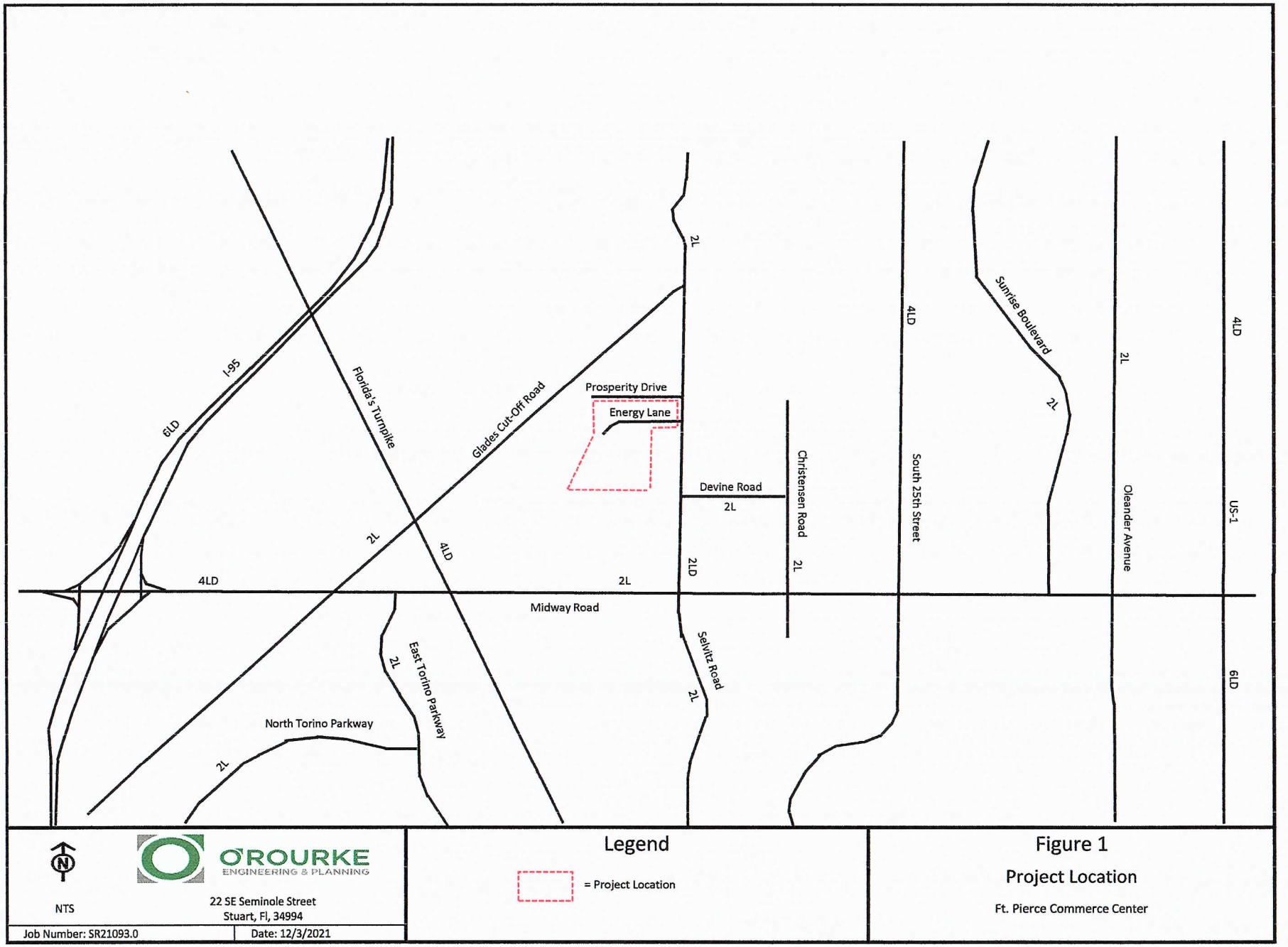
In order to make the determination that the project complies with County Concurrency Guidelines, the following analytical steps were taken:

- summary of the project
- summary of existing lane geometries
- summary of the existing traffic volumes
- assessment of project traffic
- determination of impact area
- summary of buildout cumulative traffic volumes
- summary of levels of service with the project traffic added

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The proposed development south of Prosperity Drive and west of Selvitz Road in St. Lucie County will consist of 1,115,000 square feet of warehousing and 100,000 square feet of Industrial Park (Flex Warehouse). The site is currently vacant. A transit center with limited government offices is proposed to the east of the project. The applicant and team are coordinating impact and access and will make necessary adjustments to the plan moving forward. The analyses reflect the impact from the transit center as known today. The project location is shown in **Figure 1**.


I-95
6LD
Florida's Turnpike
Glades Cut-Off Road
2L
Prosperity Drive
Energy Lane
Devine Road
2L
Christensen Road
2L
4LD
South 25th Street
Sunrise Boulevard
2L
2L
Oleander Avenue
4LD
US-1
6LD
4LD
2L
4LD
2L
2LD
Midway Road
East Torino Parkway
2L
North Torino Parkway
2L
Selvitz Road
2L
NTS
O'ROURKE
ENGINEERING & PLANNING
22 SE Seminole Street
Stuart, Fl, 34994
Job Number: SR21093.0
Date: 12/3/2021
Legend
= Project Location
Figure 1
Project Location
Ft. Pierce Commerce Center

EXISTING CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 3% of the level of service capacity of the roadway and 1% on the adjacent link. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- W Midway Road is a two-lane arterial west of Selvitz Rd and a four-lane arterial east of Selvitz road with an east/west alignment. Midway Road from Glades Cut-Off to Selvitz is included in the LRTP to go to four lanes divided for year 2026 to 2030.
- Selvitz road is a four-lane arterial and transitions into a two lane arterial, 1,200 feet north of Midway road. It has a north/south alignment.
- S Jenkins Road is a two-lane minor arterial with a north/ south alignment.
- 25th Street is a four-lane arterial with a north/south alignment.

Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the St. Lucie County TPO and FDOT. The count data along with the number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. The service volumes were developed based on the functional classification contained in the County Comprehensive Plan and the St. Lucie County Traffic Counts and Level of Service Report. The 2012 FDOT Quality Level of Service and St. Lucie TPO 2021 Level of Service Report were used to establish capacity. These documents are included in **Appendix B.**

PROJECT TRAFFIC

To estimate future traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates were applied to the office and manufacturing land uses to estimate the trips generated by the proposed development. These calculations are shown in **Tables 1a and 1b.**

Buildout will generate 2,137 gross daily trips. There will be 224 new AM peak hour trips with 174 entering the project and 50 trips exiting the project. There will be 235 net new PM peak hour trips with 63 trips entering the project and 172 trips exiting the project.

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

Distribution/ Assignment – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2.**

Impact – Tables 2a and 2b summarize the project impact as a percent of service volume capacity for Phase 1. Significant is defined as 1% or more on an adjacent link and 3% or more on all other links. As shown, the project is significant on Midway Road.

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Industrial Park	130	100,000	SF	T = 3.37(X)	50%	50%	169	168	337
Warehousing	150	1,115,000	SF	T = 1.58(X) + 38.29	50%	50%	900	900	1,800
TOTALS							**1,069**	**1,068**	**2,137**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Industrial Park	130	100,000	SF	T = 0.34(X)	81%	19%	28	6	34
Warehousing	150	1,115,000	SF	T = 0.17(X)	77%	23%	146	44	190
TOTALS							**174**	**50**	**224**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Industrial Park	130	100,000	SF	T = 0.34(X)	22%	78%	7	27	34
Warehousing	150	1,115,000	SF	T = 0.18(X)	28%	72%	56	145	201
TOTALS							**63**	**172**	**235**

Source: ITE 11th Edition Trip Generation Rates

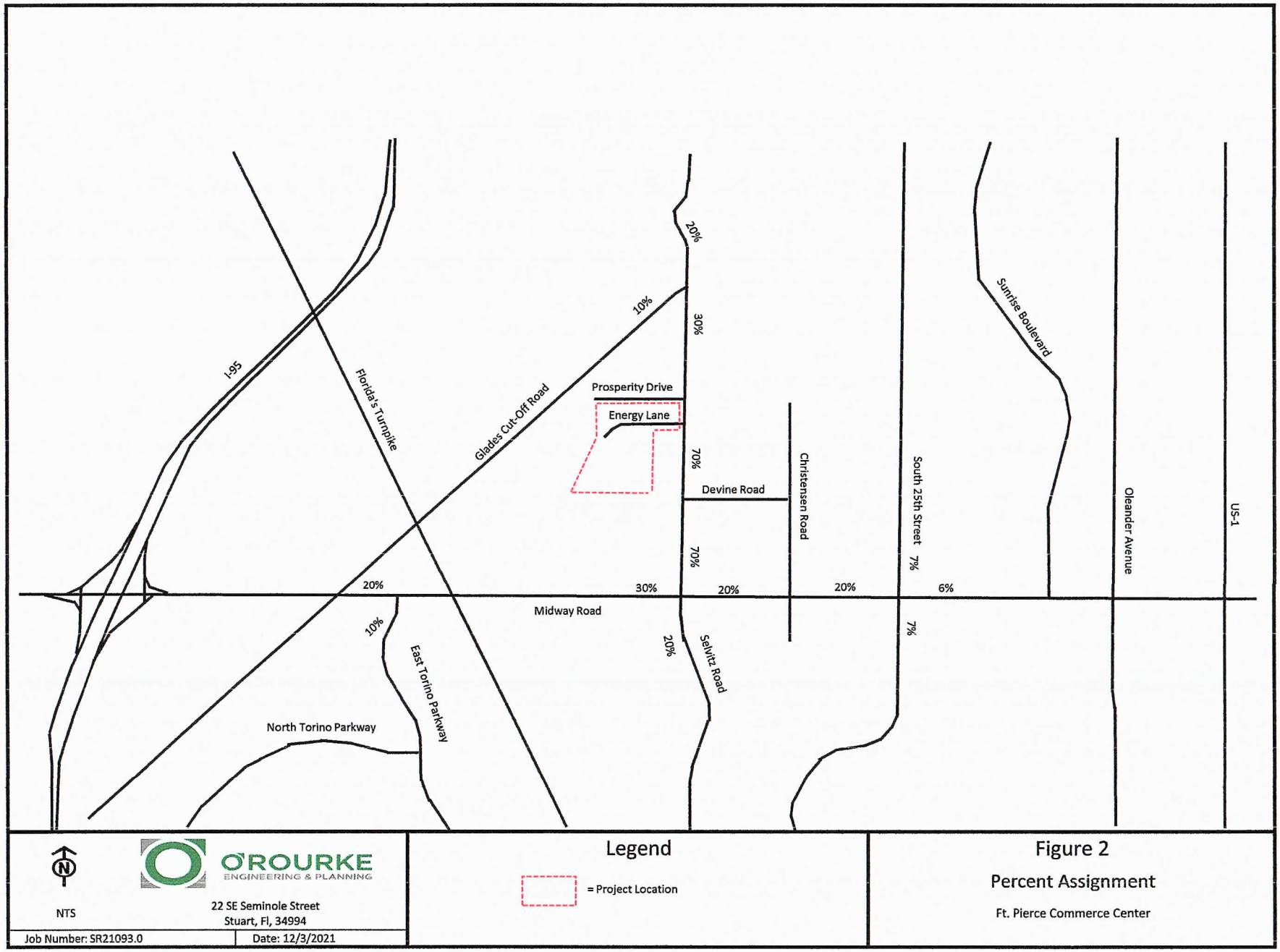

I-95
Florida's Turnpike
Glades Cut-Off Road
Prosperity Drive
Energy Lane
Devine Road
Christensen Road
South 25th Street
Sunrise Boulevard
Oleander Avenue
US-1
Midway Road
East Torino Parkway
North Torino Parkway
Selvitz Road
20%
10%
30%
70%
20%
30%
20%
20%
6%
7%
10%
20%
7%
NTS
O'ROURKE ENGINEERING & PLANNING
22 SE Seminole Street
Stuart, Fl, 34994
Job Number: SR21093.0
Date: 12/3/2021
Legend
= Project Location
Figure 2
Percent Assignment
Ft. Pierce Commerce Center

TABLE 2 - Project Percent Impact - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)[2]	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Midway Rd	Glades Cut-Off	East Torino Pkwy	EB	IN	NO	2100	35	1.67%	20%
	Glades Cut-Off	East Torino Pkwy	WB	OUT	NO	2100	10	0.48%	20%
	East Torino Pkwy	Milner(Jenkins)	EB	IN	YES	880	52	5.91%	30%
	East Torino Pkwy	Milner(Jenkins)	WB	OUT	NO	880	15	1.70%	30%
	Milner(Jenkins)	W of Selvitz Rd	EB	IN	YES	790	52	6.58%	30%
	Milner(Jenkins)	W of Selvitz Rd	WB	OUT	NO	790	15	1.90%	30%
	W of Selvitz Rd	Selvitz Rd *	EB	IN	YES	2100	52	2.48%	30%
	W of Selvitz Rd	Selvitz Rd *	WB	OUT	NO	2100	15	0.71%	30%
	Selvitz Rd	Christensen Road *	EB	OUT	NO	2100	10	0.48%	20%
	Selvitz Rd	Christensen Road *	WB	IN	YES	2100	35	1.67%	20%
	Christensen Rd	E 25th St *	EB	OUT	NO	2100	10	0.48%	20%
	Christensen Rd	E 25th St *	WB	IN	NO	2100	35	1.67%	20%
	E 25th St	Sunrise Blvd *	EB	OUT	NO	790	3	0.38%	6%
	E 25th St	Sunrise Blvd *	WB	IN	NO	790	10	1.27%	6%
St James Drive	Telford Ave	Midway Rd	NB	IN	NO	2100	0	0.00%	0%
	Telford Ave	Midway Rd	SB	OUT	NO	2100	0	0.00%	0%
E Torino Pkwy	Midway Rd	Torino Pkwy	NB	IN	NO	880	17	1.93%	10%
	Midway Rd	Torino Pkwy	SB	OUT	NO	880	5	0.57%	10%
25th Street	Midway Rd	Bell Ave	NB	OUT	NO	1800	4	0.22%	7%
	Midway Rd	Bell Ave	SB	IN	NO	1800	12	0.67%	7%
Selvitz Rd	Glades Cut-Off Rd	Project Entrance	NB	OUT	YES	790	15	1.90%	30%
	Glades Cut-Off Rd	Project Entrance	SB	IN	YES	790	52	6.58%	30%
	Project Entrance	Midway Rd	NB	IN	YES	790	122	15.44%	70%
	Project Entrance	Midway Rd	SB	OUT	YES	790	35	4.43%	70%
	Midway Rd	St. James Rd	NB	IN	YES	540	35	6.48%	20%
	Midway Rd	St. James Rd	SB	OUT	YES	540	10	1.85%	20%

(1) FDOT 2012 Service Capacity Tables & St. Lucie TPO - Midway is 4LD and/or committed to 4LD from w. of Selvitz to Selvitz

(2) According to the Guidelines prepared by the TPO and modified by the City and County

* Currently 2L, under construction to 4DL

Two-Way:	224
Net In:	174
Net Out:	50

TABLE 2 - Project Percent Impact - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)[2]	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Midway Rd	Glades Cut-Off	East Torino Pkwy	EB	IN	NO	2100	13	0.62%	20%
	Glades Cut-Off	East Torino Pkwy	WB	OUT	NO	2100	34	1.62%	20%
	East Torino Pkwy	Milner(Jenkins)	EB	IN	NO	880	19	2.16%	30%
	East Torino Pkwy	Milner(Jenkins)	WB	OUT	YES	880	52	5.91%	30%
	Milner(Jenkins)	W of Selvitz Rd	EB	IN	NO	790	19	2.41%	30%
	Milner(Jenkins)	W of Selvitz Rd	WB	OUT	YES	790	52	6.58%	30%
	W of Selvitz Rd	Selvitz Rd *	EB	IN	NO	2100	19	0.90%	30%
	W of Selvitz Rd	Selvitz Rd *	WB	OUT	YES	2100	52	2.48%	30%
	Selvitz Rd	Christensen Road *	EB	OUT	YES	2100	34	1.62%	20%
	Selvitz Rd	Christensen Road *	WB	IN	NO	2100	13	0.62%	20%
	Christensen Road	E 25th St *	EB	OUT	NO	2100	34	1.62%	20%
	Christensen Road	E 25th St *	WB	IN	NO	2100	13	0.62%	20%
	E 25th St	Sunrise Blvd *	EB	OUT	NO	790	10	1.27%	6%
	E 25th St	Sunrise Blvd *	WB	IN	NO	790	4	0.51%	6%
St James Drive	Telford Ave	Midway Rd	NB	IN	NO	2100	0	0.00%	0%
	Telford Ave	Midway Rd	SB	OUT	NO	2100	0	0.00%	0%
E Torino Pkwy	Midway Rd	Torino Pkwy	NB	IN	NO	880	6	0.68%	10%
	Midway Rd	Torino Pkwy	SB	OUT	NO	880	17	1.93%	10%
25th Street	Midway Rd	Bell Ave	NB	OUT	NO	1800	12	0.67%	7%
	Midway Rd	Bell Ave	SB	IN	NO	1800	4	0.22%	7%
Selvitz Rd	Glades Cut-Off Rd	Project Entrance	NB	OUT	YES	790	52	6.58%	30%
	Glades Cut-Off Rd	Project Entrance	SB	IN	YES	790	19	2.41%	30%
	Project Entrance	Midway Rd	NB	IN	YES	790	44	5.57%	70%
	Project Entrance	Midway Rd	SB	OUT	YES	790	120	15.19%	70%
	Midway Rd	St. James Rd	NB	IN	YES	540	13	2.41%	20%
	Midway Rd	St. James Rd	SB	OUT	YES	540	34	6.30%	20%

(1) FDOT 2012 Service Capacity Tables & St. Lucie TPO - Midway is 4LD and/or committed to 4LD from w. of Selvitz to Selvitz

(2) According to the Guidelines prepared by the TPO and modified by the City and County

* Currently 2L, under construction to 4DL

Two-Way:	235
Net In:	63
Net Out:	172

OTHER PROJECT TRAFFIC/GROWTH RATE

Existing traffic volumes were grown using a 1% growth rate plus other projects. Other project data includes committed traffic from Southern Groves DRI, Western Grove, Wilson Groves, Riverland, LTC Ranch, Village at Midway, Willow Lakes, Ravinia, Wawa, the County Transit Center, Waste Pro, and Arcosa. The resultant growth rate exceeds the countywide growth rate of 2.5% per year.

Details of the background traffic and growth rate calculation are included in **Appendix C.**

LINK ANALYSIS / REVIEW

The adjacent links of Midway Road have an impact of more than 1% and 3%, Selvitz Road also has links that have impacts of more than 1% and 3%. These links were analyzed further to ensure they will meet concurrency. **Table 3a and 3b** summarizes the results of the link analysis. As shown, the link of Midway Road from Milner to west of Selvitz will operate below acceptable standards. However, because the road operated below acceptable standards for the "without project" scenario, the project is not obligated to any improvements needed to address the "backlogged condition." The future four-laning of Midway will provide the needed capacity. As shown, all other roadways operate at an acceptable level of service for Project Buildout.

INTERSECTION ANALYSIS

Five intersections were analyzed using HCS: Selvitz and Midway, Selvitz and Glades Cut-Off, Selvitz and Edwards Road, Midway Road and Edwards Road, and Selvitz and Energy Lane.

The results of the analyses are summarized below.

Table 4: Intersection Results

INTERSECTIONS	EXISTING				2024 WITHOUT PROJECT				2024 WITH PROJECT			
	AM		PM		AM		PM		AM		PM	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Selvitz / Midway	36.5	D	31.2	C	61.0	E	44.7	D	66.6	E	50.7	D
Selvitz / Edwards	68.5	E	65.8	E	89.1	F	87.0	F	97.3	F	93.1	F
Selvitz / Glades Cut-Off*	337.5	F	466.3	F	486.6	F	663.7	F	550.8	F	741.7	F
Midway / East Torino	62.6	E	38.8	D	114.8	F	80.3	F	123.9	F	92.4	F
Selvitz / Energy Ln*	→						→		15.4	C	14.6	B

*EBL

The intersection data and analyses are included in **Appendix D.**

As shown, Selvitz at Edwards Road, Selvitz at Glades Cut-Off, and Midway at E. Torino are all backlogged facilities. Therefore, the project is not obligated to improvements to address backlogged facilities. All three intersections are in the process of being improved.

TABLE 3 -Link Analysis - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	2021 Peak Hour Directional Volumes[2]	Growth Rate	2021 AM Peak Hour + Growth	AM Peak Hour Committed Projects Directional	2024 Growth + Committed Peak Direction	Resultant Growth	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
Midway Rd	Glades Cut-Off	East Torino Pkwy	EB	IN	NO	1056	1.01	1088	209	1297	1.0709	2100	35	1332	1.67%	YES	20%
	Glades Cut-Off	East Torino Pkwy	WB	OUT	NO	1056	1.01	1088	248	1336	1.0816	2100	10	1346	0.48%	YES	20%
	East Torino Pkwy	Milner(Jenkins)	EB	IN	YES	1001	1.01	1031	301	1332	1.1000	880	52	1384	5.91%	YES[3]	30%
	East Torino Pkwy	Milner(Jenkins)	WB	OUT	NO	1001	1.01	1031	345	1376	1.1120	880	15	1391	1.70%	YES[3]	30%
	Milner(Jenkins)	W of Selvitz Rd	EB	IN	YES	1001	1.01	1031	200	1231	1.0715	790	52	1283	6.58%	YES[3]	30%
	Milner(Jenkins)	W of Selvitz Rd	WB	OUT	NO	1001	1.01	1031	273	1304	1.0922	790	15	1319	1.90%	YES[3]	30%
	W of Selvitz Rd	Selvitz Rd *	EB	IN	NO	1001	1.01	1031	200	1231	1.0715	2100	52	1283	2.48%	YES	30%
	W of Selvitz Rd	Selvitz Rd *	WB	OUT	NO	1001	1.01	1031	273	1304	1.0922	2100	15	1319	0.71%	YES	30%
	Selvitz Rd	Christensen Road*	EB	OUT	NO	793	1.01	817	169	986	1.0753	2100	10	996	0.48%	YES	20%
	Selvitz Rd	Christensen Road*	WB	IN	NO	793	1.01	817	232	1049	1.0978	2100	35	1084	1.67%	YES	20%
	Christensen Rd	E 25th St*	EB	OUT	NO	793	1.01	817	169	986	1.0753	2100	10	996	0.48%	YES	20%
	Christensen Rd	E 25th St*	WB	IN	NO	793	1.01	817	232	1049	1.0978	2100	35	1084	1.67%	YES	20%
Selvitz Rd	Glades Cut-Off Rd	Project Entrance	NB	OUT	NO	504	1.01	519	35	554	1.0322	700	15	569	2.14%	YES	30%
	Glades Cut-Off Rd	Project Entrance	SB	IN	YES	504	1.01	519	32	551	1.0303	700	52	603	7.43%	YES	30%
	Project Entrance	Midway Rd	NB	IN	YES	504	1.01	519	35	554	1.0322	700	122	676	17.43%	YES	70%
	Project Entrance	Midway Rd	SB	OUT	YES	504	1.01	519	32	551	1.0303	700	35	586	5.00%	YES	70%
	Midway Rd	St. James Rd	NB	IN	YES	419	1.01	432	40	472	1.0403	750	35	507	4.67%	YES	20%
	Midway Rd	St. James Rd	SB	OUT	YES	419	1.01	432	47	479	1.0454	750	10	489	1.33%	YES	20%

(1) St. Lucie County 2019 Traffic Counts and LOS Report

(2) FDOT Florida Traffic Online

* Currently 2L under construction to 4DL

(3) Background traffic backlogged, improvements for backlog of 4LD with 2100 capacity will resolve "with project traffic"

Two-Way:	224
Net In:	174
Net Out:	50
Years Grown:	3

TABLE 3 - Link Analysis - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	2021 Peak Hour Directional Volumes[2]	Growth Rate	2021 PM Peak Hour + Growth	PM Peak Hour Committed Projects Directional	2024 Growth + Committed Peak Direction	Resultant Growth	Peak Hour Service Capacity (E+C)[1]	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
Midway Rd	Glades Cut-Off	East Torino Pkwy	EB	IN	NO	1087	1.01	1120	288	1408	1.0901	2100	13	1421	0.62%	YES	20%
	Glades Cut-Off	East Torino Pkwy	WB	OUT	NO	1087	1.01	1120	248	1368	1.0796	2100	34	1402	1.62%	YES	20%
	East Torino Pkwy	Milner(Jenkins)	EB	IN	NO	1053	1.01	1085	433	1518	1.1296	880	19	1537	2.16%	YES[3]	30%
	East Torino Pkwy	Milner(Jenkins)	WB	OUT	YES	1053	1.01	1085	365	1450	1.1125	880	52	1502	5.91%	YES[3]	30%
	Milner(Jenkins)	W of Selvitz Rd	EB	IN	NO	1053	1.01	1085	299	1384	1.0954	790	19	1403	2.41%	YES[3]	30%
	Milner(Jenkins)	W of Selvitz Rd	WB	OUT	YES	1053	1.01	1085	255	1340	1.0836	790	52	1392	6.58%	YES[3]	30%
	W of Selvitz Rd	Selvitz Rd *	EB	IN	NO	1053	1.01	1085	299	1384	1.0954	2100	19	1403	0.90%	YES	30%
	W of Selvitz Rd	Selvitz Rd *	WB	OUT	NO	1053	1.01	1085	255	1340	1.0836	2100	52	1392	2.48%	YES	30%
	Selvitz Rd	Christensen Road*	EB	OUT	NO	756	1.01	779	259	1038	1.1114	2100	34	1072	1.62%	YES	20%
	Selvitz Rd	Christensen Road*	WB	IN	NO	756	1.01	779	222	1001	1.0981	2100	13	1014	0.62%	YES	20%
	Christensen Rd	E 25th St*	EB	OUT	NO	756	1.01	779	259	1038	1.1114	2100	34	1072	1.62%	YES	20%
	Christensen Rd	E 25th St*	WB	IN	NO	756	1.01	779	222	1001	1.0981	2100	13	1014	0.62%	YES	20%
Selvitz Rd	Glades Cut-Off Rd	Project Entrance	NB	OUT	YES	508	1.01	523	31	554	1.0296	700	52	606	7.43%	YES	30%
	Glades Cut-Off Rd	Project Entrance	SB	IN	NO	508	1.01	523	36	559	1.0326	700	19	578	2.71%	YES	30%
	Project Entrance	Midway Rd	NB	IN	YES	508	1.01	523	31	554	1.0296	700	44	598	6.29%	YES	70%
	Project Entrance	Midway Rd	SB	OUT	YES	508	1.01	523	36	559	1.0326	700	120	679	17.14%	YES	70%
	Midway Rd	St. James Blvd	NB	IN	NO	419	1.01	432	37	469	1.0381	750	13	482	1.73%	YES	20%
	Midway Rd	St. James Blvd	SB	OUT	YES	419	1.01	432	40	472	1.0403	750	34	506	4.53%	YES	20%

(1) St. Lucie County 2019 Traffic Counts and LOS Report

(2) FDOT Florida Traffic Online

* Currently 2L, under construction to 4DL

(3) Background traffic backlogged, improvements for backlog of 4LD with 2100 capacity will resolve "with project traffic"

Two-Way:	235
Net In:	63
Net Out:	172
Years Grown:	3

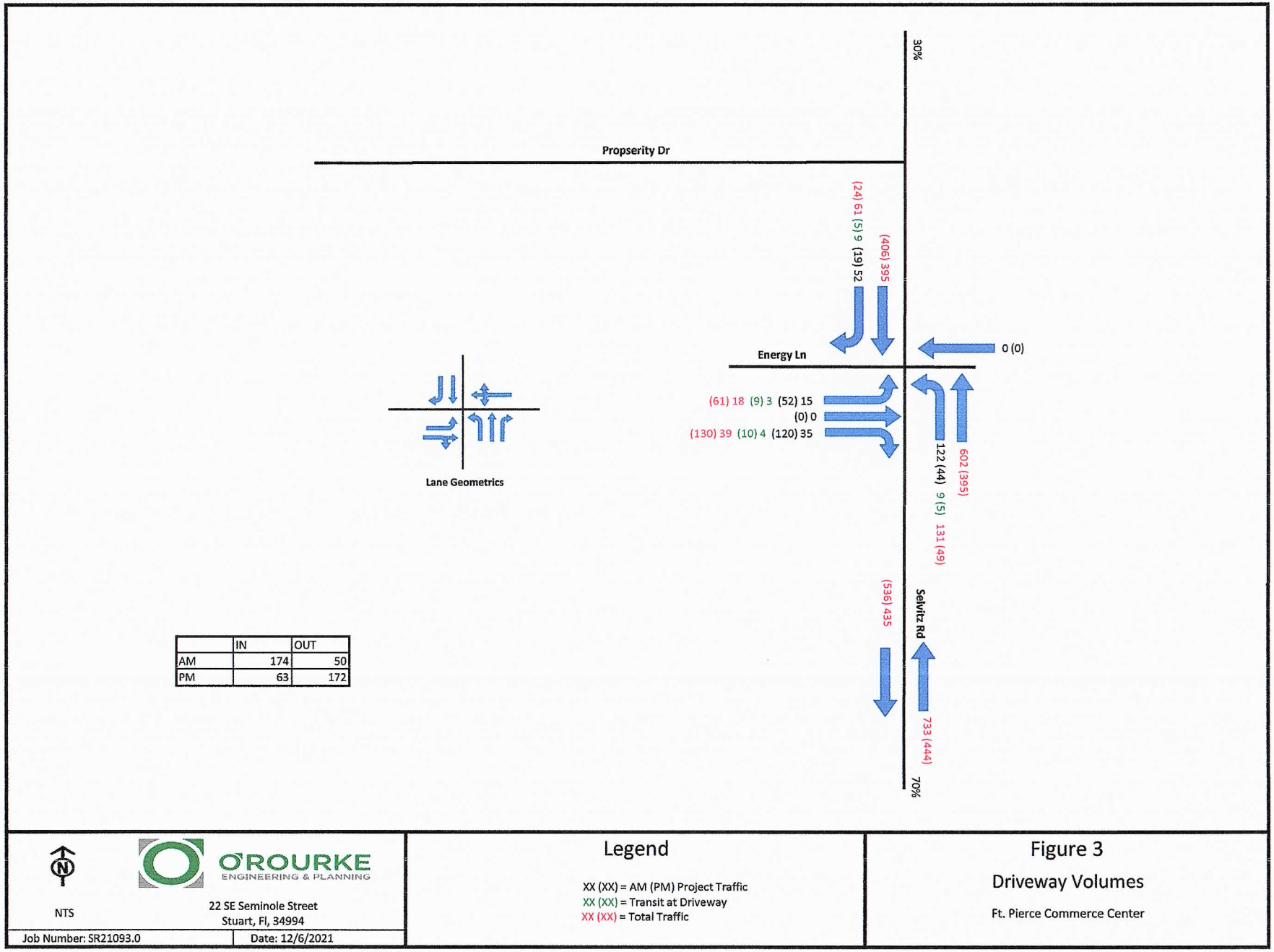
DRIVEWAY ANALYSIS

The project proposes one full access driveway to Selvitz Road from Energy Lane. Energy Lane has a southbound right turn lane and a northbound left turn lane. **Figure 3** illustrates the driveway volumes. The intersection was analyzed using HCS. The intersection of Energy Lane / Selvitz Road will operate at LOS C in the AM peak hour and LOS B in the PM peak hour. The HCS worksheets are included in **Appendix D**.

CONCLUSION

With 224 net new AM peak hour trips and 235 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing and committed roadway network with the exception of Midway between E. Torino and west of Selvitz. This is a backlogged link with long term cost feasible improvement. Therefore, the project meets the requirements for concurrency.

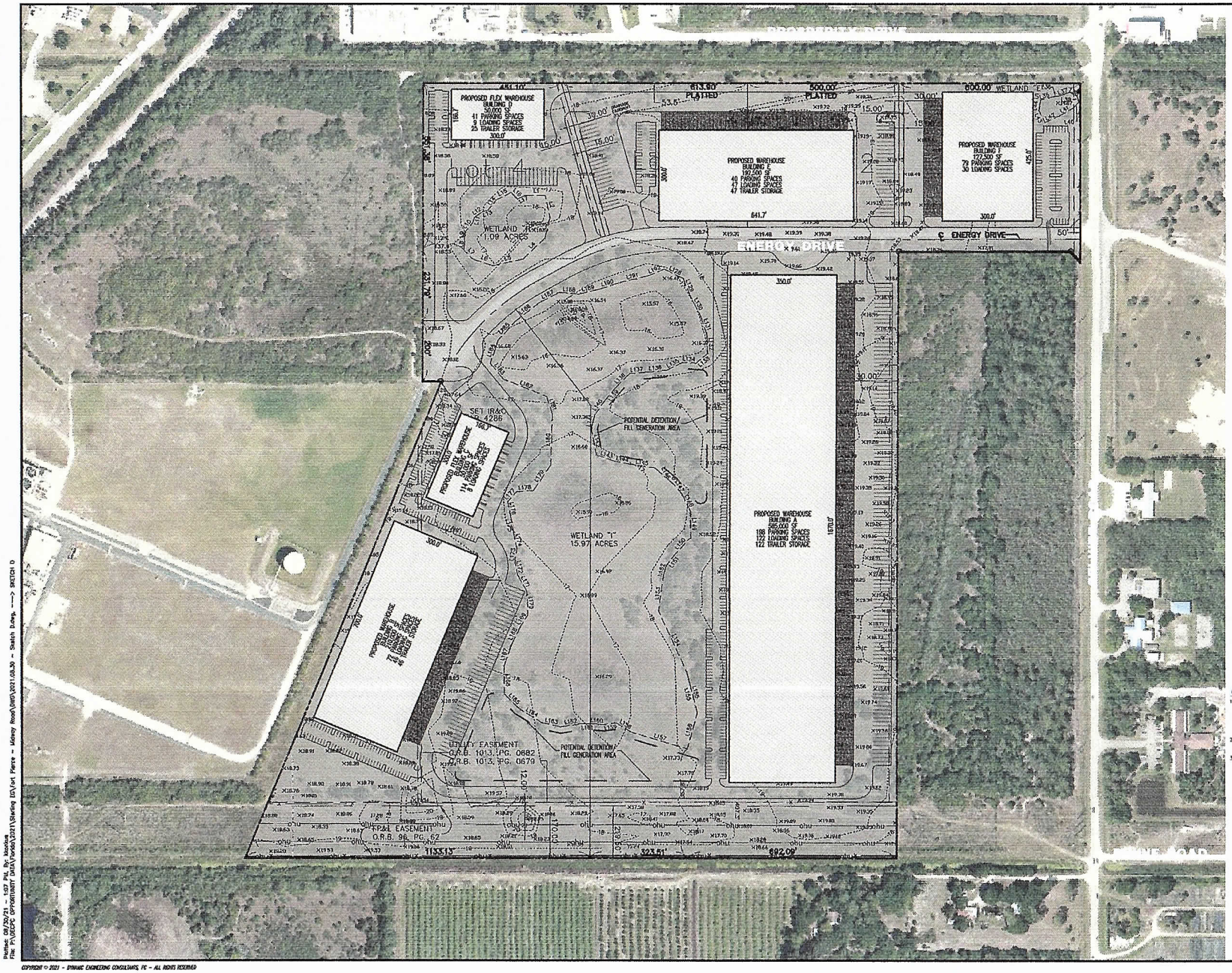
As noted, the project will continue to coordinate with St. Lucie County on the transit center.



	IN	OUT
AM	174	50
PM	63	172

APPENDIX A

SITE PLAN



GENERAL NOTES

1. THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING: BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY: CULTEPPER & TERPENING, INC. LAST REVISED: 04/17/2006

   GOOGLE AERIALS: DATED: 01/21/2021

2. THIS PLAN IS INTENDED FOR SKETCH PURPOSES ONLY. NO ORDINANCE OR OTHER AGENCY GUIDELINES HAVE BEEN REFERENCED IN THE DESIGN OF THIS PLAN AND IS SUBJECT TO A DUE DILIGENCE REVIEW.

3. THE EXISTING CONDITIONS SHOWN HEREON IS BASED UPON INFORMATION THAT WAS SUPPLIED TO OUR OFFICE AT THE TIME OF SKETCH PREPARATION AND MAY BE SUBJECT TO CHANGE AND MUST BE UPDATED UPON PERFORMANCE OF A SURVEY.

SKETCH LAYOUT

DYNAMIC ENGINEERING

SKETCH D
08/30/2021
1"=150'

PROPOSED INDUSTRIAL DEVELOPMENT
TREASURE COAST BUSINESS PARK PLAT
FT PIERCE, ST LUCIE COUNTY, FLORIDA

STERLING EG

PREPARED BY:
MICHAEL D. MILES, P.E.
DYNAMIC ENGINEERING CONSULTANTS, P.C.
100 NE 5th AVE, SUITE B2
DELRAY BEACH, FLORIDA 33484

DYNAMIC PROJECT NUMBER:

Plotted: 08/30/21 - 1:07 PM, By: kbarlow
File: P:\DECPC OPPORTUNITY DATA\Florida\2021\Sterling EG\Fort Pierce - Midway Road\DWG\2021.08.30 - Sketch D.dwg, ---> SKETCH D

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APPENDIX B

ST. LUCIE COUNTY 2021 LEVEL OF SERVICE REPORT, FDOT 2012 QUALITY LEVEL OF SERVICE, & ST. LUCIE COUNTY 5-YEAR TIP

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2021

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
PORT ST LUCIE BLVD	MORNINGSIDE BLVD to US 1	945072	33,000	2020	3,170	2,399	C	0.757	1,496	C	0.472
PRIMA VISTA BLVD	BAYSHORE BLVD to AIROSO BLVD	314	24,000	2021	2,100	1,055	C	0.502	1,157	C	0.551
PRIMA VISTA BLVD	AIROSO BLVD to FLORESTA DR	150	20,000	2021	2,100	850	C	0.405	843	C	0.401
PRIMA VISTA BLVD	FLORESTA DR to NARANJA AVE	148	26,500	2021	2,100	1,525	C	0.726	1,451	C	0.691
PRIMA VISTA BLVD	NARANJA AVE to RIO MAR DR	148	26,500	2021	2,000	1,525	C	0.763	1,451	C	0.726
PRIMA VISTA BLVD	RIO MAR DR to US 1	146	17,500	2021	2,100	911	C	0.434	824	C	0.392
PRIMA VISTA BLVD	US 1 to LENNARD RD	699	8,500	2021	1,790	459	C	0.256	437	C	0.244
RANGE LINE RD	MARTIN C.L. to BECKER RD	145	1,767	2019	1,080	118	B	0.109	118	B	0.109
RANGE LINE RD	BECKER RD to 2 MI S OF GLADES CUT-OFF RD	145	1,767	2019	1,080	118	B	0.109	118	B	0.109
RANGE LINE RD	2 MI S OF GLADES CUT-OFF RD to GLADES CUT-OF...	145	1,767	2019	1,080	118	B	0.109	118	B	0.109
RIO MAR DR	PRIMA VISTA BLVD to BEACH AVE	147	5,856	2020	750	362	C	0.483	380	D	0.507
RIO MAR DR	BEACH AVE to US 1	147	5,856	2020	790	362	C	0.458	380	C	0.481
ROSSER BLVD	APRICOT RD to GATLIN BLVD	948510	4,400	2020	920	203	C	0.221	203	C	0.221
ROSSER BLVD	PAAR DR to APRICOT RD	948510	4,400	2020	1,070	203	B	0.19	203	B	0.19
SAVONA BLVD	BECKER RD to PAAR DR	236	9,200	2021	790	819	E	1.037	736	D	0.932
SAVONA BLVD	PAAR DR to GATLIN BLVD	236	9,200	2021	750	819	F	1.092	736	D	0.981
SAVONA BLVD	GATLIN BLVD to CALIFORNIA BLVD	702	13,000	2021	790	603	D	0.763	636	D	0.805
SAVAGE BLVD	GATLIN BLVD to GALIANO RD	168	4,030	2018	920	265	C	0.288	214	C	0.233
SAVANNAH RD	US 1 to INDIAN RIVER DR	514	2,178	2019	540	155	C	0.287	152	C	0.281
SELVITZ RD	BAYSHORE BLVD to ST JAMES BLVD	948501	8,600	2020	750	419	D	0.559	419	D	0.559
SELVITZ RD	ST JAMES BLVD to MIDWAY RD	948501	8,600	2020	750	419	D	0.559	419	D	0.559
SELVITZ RD	MIDWAY RD to GLADES CUT-OFF RD	703	8,600	2021	700	504	C	0.72	508	C	0.726
SELVITZ RD	GLADES CUT-OFF RD to EDWARDS RD	704	13,500	2021	790	715	D	0.905	713	D	0.903
SHINN RD	MIDWAY RD to OKEECHOBEE RD	705	800	2017	580	53	C	0.091	50	C	0.086
SHINN RD	OKEECHOBEE RD to ORANGE AVE	149	804	2019	1,080	60	B	0.056	61	B	0.056

B-1

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

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Traffic Counts and Level of Service Report
2021

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
17TH ST	ORANGE AVE to AVENUE D	608	2,400	2021	750	134	C	0.179	128	C	0.171
17TH ST	AVENUE D to AVENUE Q	608	2,400	2021	750	134	C	0.179	128	C	0.171
25TH ST	MIDWAY RD to BELL AVE	940016	18,200	2020	2,100	1,097	C	0.522	1,023	C	0.487
25TH ST	BELL AVE to EDWARDS RD	159	17,500	2021	2,100	1,026	C	0.489	1,024	C	0.488
25TH ST	EDWARDS RD to CORTEZ BLVD	940021	19,700	2020	2,000	1,097	C	0.549	1,093	C	0.547
25TH ST	CORTEZ BLVD to VIRGINIA AVE	529	23,633	2020	2,000	1,330	C	0.665	1,419	C	0.71
25TH ST	VIRIGINIA AVE to NEBRASKA AVE	940015	22,000	2020	2,000	1,195	C	0.598	1,071	C	0.536
25TH ST	NEBRASKA AVE to OKEECHOBEE RD	940015	22,000	2020	2,000	1,195	C	0.598	1,071	C	0.536
25TH ST	OKEECHOBEE RD to GEORGIA AVE	609	21,500	2021	1,630	993	D	0.609	1,030	D	0.632
25TH ST	GEORGIA AVE to DELAWARE AVE	609	21,500	2021	1,630	993	D	0.609	1,030	D	0.632
25TH ST	DELAWARE AVE to ORANGE AVE	940014	20,200	2020	1,630	976	D	0.599	970	D	0.595
25TH ST	ORANGE AVE to AVENUE D	610	17,459	2020	1,630	805	D	0.494	831	D	0.51
25TH ST	AVENUE D to AVENUE Q	940050	18,900	2020	1,630	904	D	0.555	879	D	0.539
25TH ST	AVENUE Q to JUANITA AVE	945152	17,200	2020	2,000	849	C	0.425	778	C	0.389
25TH ST	JUANITA AVE to ST LUCIE BLVD	945165	9,400	2020	2,100	438	C	0.209	488	C	0.232
25TH ST	ST LUCIE BLVD to US 1	945165	9,400	2020	2,100	438	C	0.209	488	C	0.232
33RD ST	OKEECHOBEE RD to DELAWARE AVE	611	6,647	2020	750	398	D	0.531	349	C	0.465
33RD ST	DELAWARE AVE to ORANGE AVE	948507	6,000	2020	790	277	C	0.351	277	C	0.351
35TH ST	KIRBY LOOP RD to CORTEZ BLVD	612	6,559	2020	540	517	D	0.957	422	D	0.781
35TH ST	CORTEZ BLVD to VIRGINIA AVE	612	6,559	2020	790	517	D	0.654	422	D	0.534
35TH ST	VIRGINIA AVE to OKEECHOBEE RD	613	4,500	2021	750	221	C	0.295	238	C	0.317
53RD ST	ANGLE RD to JUANITA AVE	614	2,833	2016	540	151	C	0.28	167	C	0.309
AE BACKUS AVE	7TH ST to US 1	632	1,067	2017	750	72	C	0.096	84	C	0.112
AIROSO BLVD	PORT ST LUCIE BLVD to THORNHILL DR	303	17,605	2019	2,100	1,149	C	0.547	967	C	0.46
AIROSO BLVD	THORNHILL DR to CROSSTOWN PKWY	303	17,605	2019	2,100	1,149	C	0.547	967	C	0.46

B-2

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

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2021

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
EAST TORINO PKWY	TORINO PKWY to MIDWAY RD	237	14,500	2021	880	940	F	1.068	811	C	0.922
EASY ST	US 1 to BUCHANAN DR	106	5,400	2021	750	299	C	0.399	379	D	0.505
EASY ST	BUCHANAN DR to YUCCA DR	106	5,400	2021	540	299	D	0.554	379	D	0.702
EDWARDS RD	JENKINS RD to MCNEIL RD	174	11,500	2021	630	529	C	0.84	533	C	0.846
EDWARDS RD	MCNEIL RD to SELVITZ RD	174	11,500	2021	700	529	C	0.756	533	C	0.761
EDWARDS RD	SELVITZ RD to 25TH ST	110	14,500	2021	880	729	C	0.828	741	C	0.842
EDWARDS RD	25TH ST to SUNRISE BLVD	108	16,000	2021	1,700	778	D	0.458	778	D	0.458
EDWARDS RD	SUNRISE BLVD to OLEANDER AVE	502	15,401	2019	1,700	764	D	0.449	745	D	0.438
EDWARDS RD	OLEANDER AVE to US 1	173	9,616	2019	1,700	529	C	0.311	462	C	0.272
FARMER'S MARKET RD	OLEANDER AVE to US 1	112	1,848	2019	750	128	C	0.171	125	C	0.167
FLORESTA DR	OAKLYN ST to PORT ST LUCIE BLVD	317	17,572	2019	920	1,216	F	1.322	929	F	1.01
FLORESTA DR	THORNHILL DR to CROSSTOWN PKWY	315	15,459	2019	880	1,002	F	1.139	913	F	1.038
FLORESTA DR	PORT ST LUCIE BLVD to THORNHILL DR	315	15,459	2019	880	1,002	F	1.139	913	F	1.038
FLORESTA DR	CROSSTOWN PKWY to PRIMA VISTA BLVD	109	11,000	2021	920	609	C	0.662	559	C	0.608
FLORESTA DR	PRIMA VISTA BLVD to AIROSO BLVD	107	9,000	2021	920	497	C	0.54	549	C	0.597
FLORESTA DR	SELVITZ RD to BAYSHORE BLVD	313	4,400	2021	630	316	C	0.502	336	C	0.533
FLORESTA DR	AIROSO BLVD to SELVITZ RD	313	4,400	2021	880	316	C	0.359	336	C	0.382
FT PIERCE BLVD	INDRIO RD to EMERSON AVE	226	3,613	2019	580	271	D	0.467	277	D	0.478
GARDENIA AVE	OLEANDER AVE to US 1	666	2,867	2017	750	191	C	0.255	204	C	0.272
GATLIN BLVD	W OF I-95 to E OF I-95	945075	48,500	2020	3,170	3,352	F	1.057	2,732	C	0.862
GATLIN BLVD	E OF I-95 to SAVAGE BLVD	945075	48,500	2020	3,170	3,352	F	1.057	2,732	C	0.862
GATLIN BLVD	SAVAGE BLVD to ROSSER BLVD	945075	48,500	2020	3,170	3,352	F	1.057	2,732	C	0.862
GATLIN BLVD	ROSSER BLVD to SAVONA BLVD	945075	48,500	2020	3,170	3,352	F	1.057	2,732	C	0.862
GATLIN BLVD	SAVONA BLVD to PORT ST LUCIE BLVD	945075	48,500	2020	3,170	3,352	F	1.057	2,732	C	0.862
GEORGIA AVE	25TH ST to OKEECHOBEE RD	667	4,778	2020	600	295	C	0.492	266	C	0.443

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2021

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
MCCARTY RD	WILLIAMS RD to MIDWAY RD	680	383	2017	540	33	C	0.061	36	C	0.067
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	681	391	2020	540	34	C	0.063	34	C	0.063
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	682	6,480	2020	790	396	D	0.501	395	D	0.5
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	682	6,480	2020	540	396	D	0.733	395	D	0.731
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	683	11,000	2021	920	647	C	0.703	617	C	0.671
MIDWAY RD	EAST TORINO PKWY to MILNER DR	134	20,500	2021	880	1,001	F	1.137	1,053	F	1.197
MIDWAY RD	MILNER DR to W OF SELVITZ RD	134	20,500	2021	790	1,001	F	1.267	1,053	F	1.333
MIDWAY RD	OKEECHOBEE RD to SHINN RD	940732	8,400	2020	760	408	C	0.537	519	C	0.683
MIDWAY RD	SHINN RD to MCCARTY RD	940732	8,400	2020	630	408	C	0.648	519	C	0.824
MIDWAY RD	MCCARTY RD to I-95	940732	8,400	2020	700	408	C	0.583	519	C	0.741
MIDWAY RD	I-95 to GLADES CUT-OFF RD	945140	19,400	2020	2,100	899	C	0.428	996	C	0.474
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	228	20,000	2021	2,100	1,056	C	0.503	1,087	C	0.518
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	134	20,500	2021	920	1,001	F	1.088	1,053	F	1.145
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	132	16,500	2021	920	793	C	0.862	756	C	0.822
MIDWAY RD	CHRISTENSEN RD to 25TH ST	132	16,500	2021	840	793	E	0.944	756	D	0.9
MIDWAY RD	25TH ST to SUNRISE BLVD	130	18,855	2016	840	1,029	F	1.225	945	F	1.125
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	130	18,855	2016	840	1,029	F	1.225	945	F	1.125
MIDWAY RD	OLEANDER AVE to US 1	242	15,197	2016	840	802	E	0.955	794	E	0.945
MIDWAY RD	US 1 to WALLACE ST	940023	3,600	2020	840	196	C	0.233	216	C	0.257
MIDWAY RD	WALLACE ST to WEATHERBEE RD	940023	3,600	2020	920	196	C	0.213	216	C	0.235
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	940023	3,600	2020	630	196	C	0.311	216	C	0.343
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,577	2017	920	155	C	0.168	148	C	0.161
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	331	3,910	2020	880	311	C	0.353	330	C	0.375
NEBRASKA AVE	25TH ST to 13TH ST	684	3,733	2017	1,710	232	C	0.136	196	C	0.115
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	6,623	2019	700	412	C	0.589	358	C	0.511

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
* **Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

APPENDIX C

OTHER PROJECT DATA/GROWTH RATE

AM APPROVED PROJECTS			Southern Grove DRI				Western Grove DRI				Wilson Groves DRI				Riverland DRI				Arcosa				LTC Ranch			Wawa Midway & Selvitz				Village at Midway				Ravinia				Willow Lakes				SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
Road Name	From	To	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	Non-Residential	Residential	Non-Residential	Residential	Double Count	Net	Double Count	Net
Midway Rd	Glades Cut Off Rd	East Torino Pkwy	0.2%	Out	3	3	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	42%	In	25	7	17%	Out	69	78	22%	In	17	17	10%	Out	15	36	40%	In	9	27	25%	-	67	85	149	75	158	112	-15	209	-22	248
	East Torino Pkwy	Florida's Turnpike	1.6%	Out	21	25	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	50%	In	30	8	34%	Out	138	155	29%	In	23	23	10%	Out	15	36	40%	In	9	27	23%	-	61	78	246	70	265	105	-14	302	-21	349
	Florida's Turnpike	Corporate Way	1.6%	Out	21	25	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	50%	In	30	8	34%	Out	138	155	29%	In	23	23	9%	Out	14	33	40%	In	9	27	23%	-	61	78	245	70	261	105	-14	301	-21	345
	Corporate Way	Jenkins Rd	1.4%	Out	18	22	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	50%	In	30	8	19%	Out	76	86	29%	In	23	23	7%	Out	11	25	40%	In	9	27	23%	-	61	78	178	70	181	105	-14	234	-21	265
	Jenkins Rd	Selvitz Rd	1.1%	Out	14	17	0.7%	Out	4	2	0.7%	Out	7	7	0.7%	Out	10	8	51%	Out	8	30	15%	Out	62	70	36%	In	28	28	7%	Out	11	25	40%	In	9	27	23%	-	61	78	144	70	189	105	-14	200	-21	273
	Selvitz Rd	25th St	1.1%	Out	14	17	0.6%	Out	3	2	0.6%	Out	6	6	0.6%	Out	8	7	31%	Out	5	18	13%	Out	51	58	31%	out	24	24	5%	Out	8	18	55%	In	12	37	19%	-	51	64	119	63	151	102	-13	169	-20	232
Selvitz Rd	Bayshore Blvd	Midway Rd	0.2%	Out	3	3	0.0%	Out	0	0	0.0%	Out	0	0	0.0%	Out	0	0	8%	In	5	1	1%	In	2	2	15%	In	12	12	0%	-	0	0	0%	-	0	0	3%	-	8	10	21	8	18	10	-2	28	-2	26
	Midway Rd	Glades Cut Off Rd	0.1%	Out	1	2	0.0%	Out	0	0	0.0%	Out	0	0	0.0%	Out	0	0	10%	Out	2	6	1%	out	2	2	18%	out	14	14	0%	-	0	0	0%	-	0	0	1%	-	3	3	19	3	24	3	-1	21	-1	27
					In	1,555			In	338			In	969			In	1,198			In	59			In	457			In	79			In	363			In	22			In	339							
15% of Large Project for 3 year horizon)					Out	1,308			Out	534			Out	952			Out	1,392			Out	16			Out	405			Out	78			Out	151			Out	68			Out	266							
					In	6,218			In	1,352			In	3,875			In	4,791			In	59			In	1,828			In	79			In	1,451			In	22			In	1,355							
					Out	5,233			Out	2,135			Out	3,807			Out	5,568			In	16			Out	1,619			Out	78			Out	603			Out	68			Out	1,065							

+ Transit/Wastepro

2/1 5/5 35/32
9770 1010 40147

PM APPROVED PROJECTS			Southern Grove DRI				Western Grove DRI				Wilson Groves DRI				Riverland DRI						Arcosa				LTC Ranch				Wawa Midway & Selvitz				Village at Midway				Ravinia				Willow Lakes						SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
Road Name	From	To	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Is N/E In or Out	Directional N/E	Directional S/W	%	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W										
																																													Non-Residential	Residential	Non-Residential	Residential	Double Count	Net	Double Count	Net
Midway Rd	Glades Cut Off Rd	East Torino Pkwy	0.2%	Out	5	3	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	42.0%	In	9	14	17.0%	Out	112	87	22.0%	in	14	14	10.0%	Out	46	18	40.0%	In	31	18	25%	248	-	65	91	212	96	162	108	-19	288	-22	248
	East Torino Pkwy	Florida's Turnpike	1.6%	Out	40	28	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	50.0%	In	11	17	34.0%	Out	225	174	29.0%	in	18	18	10.0%	Out	46	18	40.0%	In	31	25	23%	228	-	60	83	365	90	280	108	-18	437	-22	367
	Florida's Turnpike	Corporate Way	1.6%	Out	40	28	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	50.0%	In	11	17	34.0%	Out	225	174	29.0%	in	18	18	9.0%	Out	41	16	40.0%	In	31	25	23%	228	-	60	83	361	90	278	108	-18	433	-22	365
	Corporate Way	Jenkins Rd	1.4%	Out	35	24	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	50.0%	In	11	17	18.8%	OUt	124	96	29.0%	in	18	18	7.0%	Out	32	13	40.0%	In	31	25	23%	228	-	60	83	361	90	193	108	-18	318	-22	280
	Jenkins Rd	Selvitz Rd	1.1%	Out	28	19	0.7%	Out	4	4	0.7%	Out	10	8	0.7%	0	25	Out	13	12	51.0%	Out	17	11	15.4%	Out	102	79	36.0%	in	22	22	7.0%	Out	32	13	40.0%	In	31	25	23%	228	-	60	83	246	90	193	108	-18	299	-22	255
	Selvitz Rd	25th St	1.1%	Out	28	19	0.6%	Out	3	4	0.6%	Out	8	7	0.6%	0	22	Out	11	11	31.0%	Out	11	7	12.6%	Out	83	65	31.0%	out	19	19	5.0%	Out	23	9	55.0%	In	42	34	19%	189	-	49	69	186	92	140	103	-18	259	-21	222
Selvitz Rd	Bayshore Blvd	Midway Rd	0.2%	Out	5	3	0.0%	Out	0	0	0.0%	Out	0	0	0.0%	0	0	Out	0	0	8.0%	In	2	3	0.5%	in	3	3	15.0%	in	9	9	0.0%	-	0	0	0.0%	-	0	0	1%	10	-	3	4	20	3	18	4	-1	22	-1	20
	Midway Rd	Glades Cut Off Rd	0.1%	Out	3	2	0.0%	Out	0	0	0.0%	Out	0	0	0.0%	0	0	Out	0	0	10.0%	Out	3	2	0.5%	out	3	3	18.0%	out	11	11	0.0%	-	0	0	0.0%	-	0	0	1%	10	-	3	4								
(Using 25% of large project for 3 year horizon)				In	1,748			In	628			In	1,136			0	3,593		In	1,774		0	In	21		In	513		In	62		In	182		In	77			In	363											
				Out	2,518			Out	515			Out	1,410						Out	1,819			Out	34		Out	661		Out	62		Out	456		Out	44			Out	259											
				In	6,990			In	2,510			In	4,543			0	14,372		In	7,095		0	In	21		In	2,052		In	62		In	726		In	77			In	1,450											
				Out	10,071			Out	2,061			Out	5,639						Out	7,277			Out	34		Out	2,642		Out	62		Out	1,824		Out	44			Out	1,036											

* Transit and Waste Pro 1/3 5/15 21/36
5/10 10/10 37/40

993

Historical Growth Rate Calculation

Segment	From	To	2018 AADT	2021 AADT	3 Year Historical Growth Rate
Midway	Milner(Jenkins)	W of Selvitz Rd	21,000	20,500	-0.80%
	W of Selvitz Rd	Selvitz Rd	21,000	20,500	-0.80%
	Selvitz Rd	Christensen Rd	22,000	16,500	-9.14%
		Total	64,000	57,500	-2.64%

*Source St Lucie Historical Traffic Counts Use 1% + Committed

MILLER LEGG

St. Lucie County Bus Maintenance Facility Trip Generation

The proposed Project includes a 20,000 square foot administration building, a 4,500 square foot maintenance building with four bus maintenance bays, a four-pump fueling station, and 50 total employees. The Project will also include parking for approximately 150 buses and 180 cars. It is assumed that 150 bus routes will start and end at the facility each day. Bus drivers will arrive for work and park their personal vehicles, transfer to a bus for their shift, and transfer back to their personal vehicle at the end of their shift.

Project trip generation is based on the rates published in the Institute of Transportation Engineers (ITE) *Trip Generation, 8th Edition*, and is calculated on a daily basis as well as for the A.M. and P.M peak periods. Because the *Trip Generation* Manual does not include a specific land use for bus maintenance facilities, Warehousing (Land Use 150) was used to represent the administration and maintenance portion of the Project (Table 1). The *Trip Generation* description of Warehousing states "Warehouses are primarily devoted to the storage of materials, but they may also include office and maintenance areas."

Table 1: ITE Land Use

ITE LAND USE			
ITE CODE	**LAND USE**	**INTENSITY**	**UNITS**
150	Warehousing	50	Employees

The Daily, AM Peak Hour and PM Peak Hour trips for the Administration and Maintenance buildings were calculated using the average trip generation rates rather than the fitted curve equations because the average rate provided more accurate estimates for sites with fewer than 500 employees. (See Tables 2-4)

Table 2: Daily Trip Generation

DAILY (ADMIN & MAINTENANCE)					
RATE / EQUATION	**TRIPS**	**% IN**	**IN**	**% OUT**	**OUT**
T=3.89X	195	50%	97	50%	97

X= Number of employees

Table 3: AM Peak Hour Trip Generation

AM PEAK HOUR					
RATE / EQUATION	**TRIPS**	**% IN**	**IN**	**% OUT**	**OUT**
T=0.51X	26	72%	18	28%	7

X= Number of employees

South Florida Office: 5747 N Andrews Way · Fort Lauderdale, Florida 33309-2364
(954) 436-7000 · Fax: (954) 493-6539
www.millerlegg.com

Table 4: PM Peak Hour Trip Generation

PM PEAK HOUR					
RATE / EQUATION	**TRIPS**	**% IN**	**IN**	**% OUT**	**OUT**
T=0.59X	30	35%	10	65%	19

X= Number of employees

Daily trips for the bus fleet were estimated by including both bus drivers coming to and from work in their personal vehicles (150x2=300 trips per day) as well as the buses exiting and returning to the Project site (an additional 150x2=300 trips per day) for at total of 600 trips per day. (Table 5) Because bus routes typically begin earlier than the AM peak and end later than the PM peak, the bus fleet trips are included in the daily trips, but not the AM and PM peak hour trips.

Table 5: Daily Trip Generation (Bus Fleet)

DAILY (BUS FLEET)					
RATE / EQUATION	**TRIPS**	**% IN**	**IN**	**% OUT**	**OUT**
T=2N+2N	600	50%	300	50%	300

N= Number of bus routes originating at facility

The total daily trips generated by the administration building, bus maintenance facility, and bus fleet are shown in Table 6. The Project is expected to add approximately 800 additional daily trips to the surrounding roadways, with 26 of these trips occurring during the AM peak hour and 30 during the PM peak hour (Tables 3 and 4).

Table 6: Total Daily Trip Generation

DAILY (TOTAL)				
TRIPS	**% IN**	**IN**	**% OUT**	**OUT**
795	50%	**397**	50%	**397**

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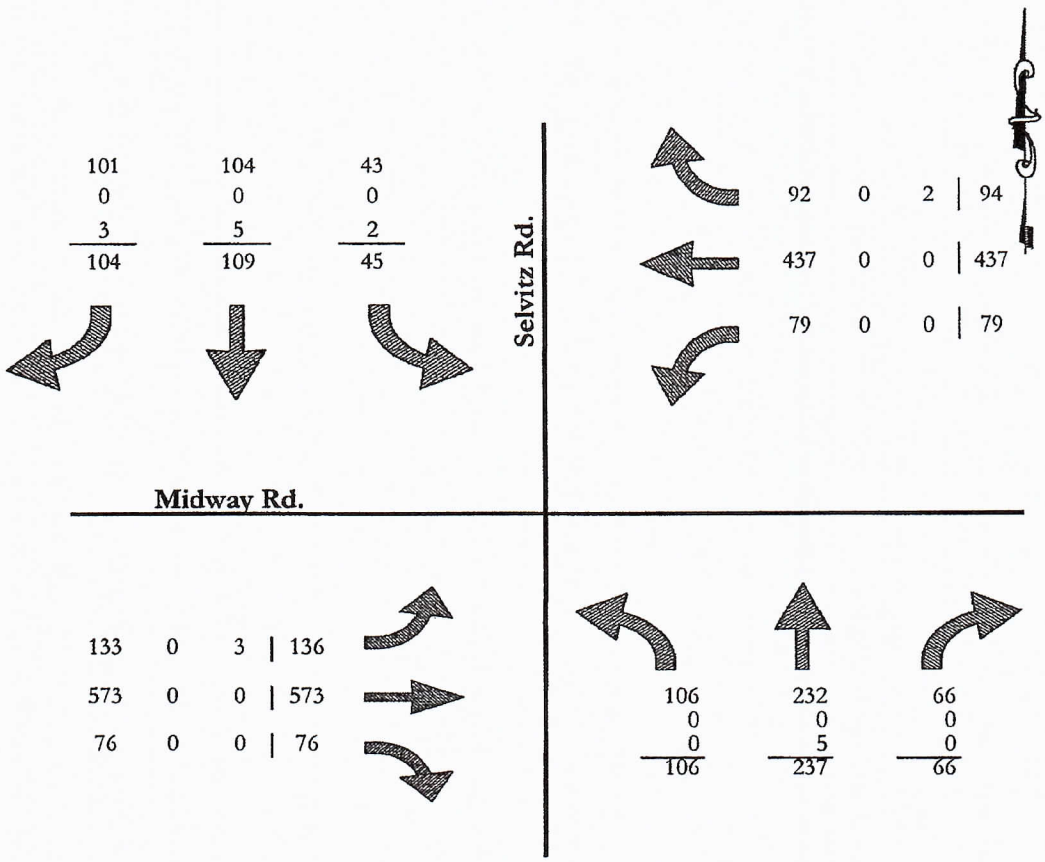


LEGEND

XXX EXISTING TRAFFIC
XXX BACKGROUND
XXX WASTE PRO TRAFFIC IMPACT STUDY
XXX TOTAL TRAFFIC

Buildout year: 2017

Note: No background trips have been identified

FIGURE 4

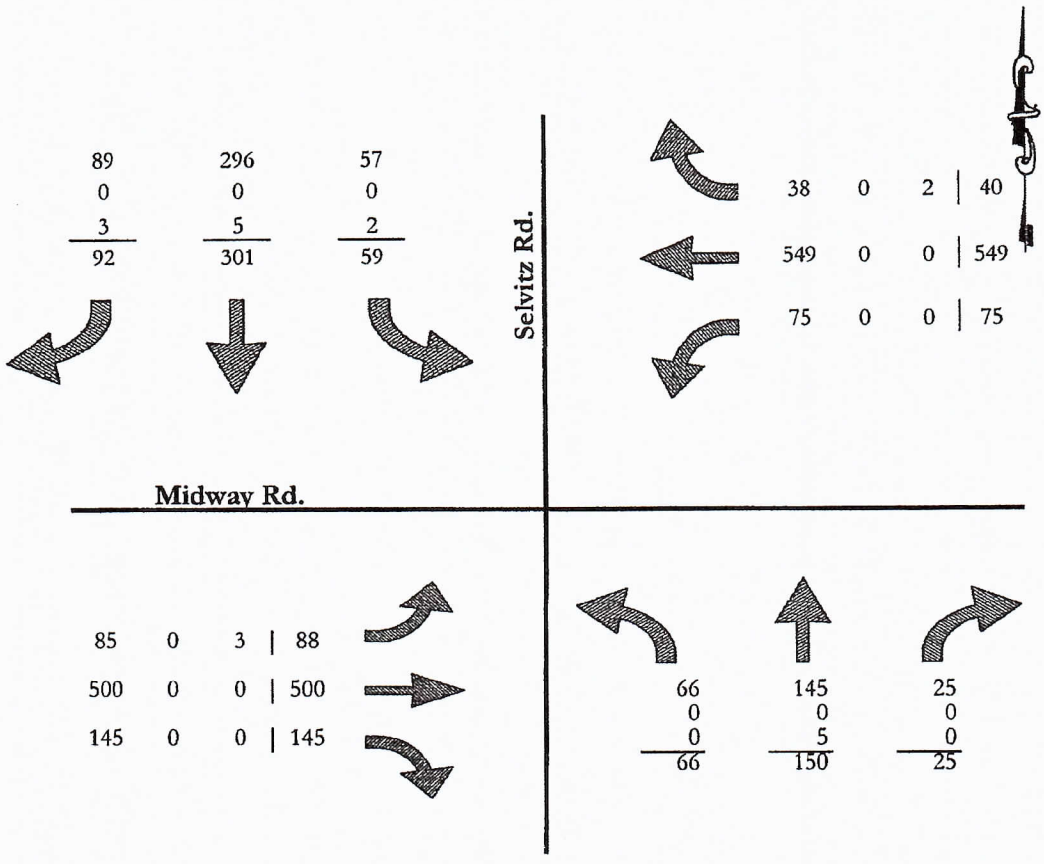
CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
(772) 464-3537
STATE OF FLORIDA BOARD PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4288

AM PEAK HOUR TURNING MOVEMENTS

Selvitz Rd. & Midway Rd.

Waste Pro Traffic Impact Study

P:\Proj-2011\11-033 Waste Pro - Selvitz Location\Traffic\11-033 Traffic Analysis.xls
Calculated by: John Adair, E.I.
Checked By: Stef Matthes, P.E.



LEGEND

XXX EXISTING TRAFFIC
XXX BACKGROUND
XXX WASTE PRO TRAFFIC IMPACT STUDY
XXX TOTAL TRAFFIC

Buildout year: 2017

Note: No background trips have been identified

FIGURE 5

CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
(772) 464-3537
STATE OF FLORIDA BOARD PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4288

PM PEAK HOUR TURNING MOVEMENTS

Selvitz Rd. & Midway Rd.

Waste Pro Traffic Impact Study

P:\Proj-2011\11-033 Waste Pro - Selvitz Location\Traffic\11-033 Traffic Analysis.xls
Calculated by: John Adair, E.I.
Checked By: Stef Matthes, P.E.

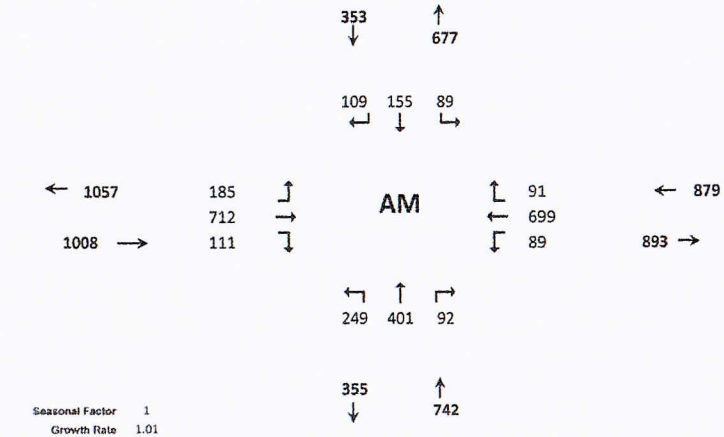
APPENDIX D

INTERSECTION ANALYSIS DATA

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Midway Rd
CONTROL: Signalized
FILENAME: Energy and Selvitz
COUNT DATE: 2/18/2020
DAY: Tuesday
CITY: St Lucie
REPORT DATE:
ANALYSIS YEAR: 2020 - Exisitng

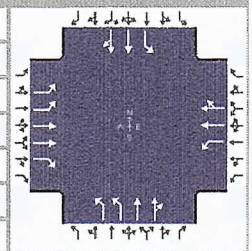
15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	45	71	24	18	24	32	30	196	33	9	148	21	651	2982
7:15-7:30	63	81	22	15	32	27	44	183	28	18	145	23	681	2958
7:30-7:45	67	122	22	37	39	22	59	151	32	22	213	21	807	2853
7:45-8:00	74	127	24	19	60	28	52	182	18	40	193	26	843	2606
8:00-8:15	54	52	11	21	31	20	40	173	28	16	168	13	627	2265
8:15-8:30	52	59	23	13	28	20	34	127	26	17	167	10	576	
8:30-8:45	60	57	23	12	33	25	30	151	29	7	111	22	560	
8:45-9:00	38	39	23	19	15	15	30	150	30	10	116	17	502	
AM PEAK HOUR IS FROM:	7:00AM TO 8:00AM													
Volumes	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Season Factor	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Growth	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Total	249	401	92	89	155	109	185	712	111	89	699	91	2982	



Seasonal Factor	1
Growth Rate	1.01
Years Grown	0

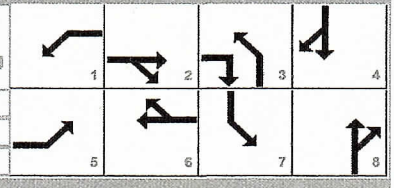
HCS Signalized Intersection Input Data

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	Existing	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Midway Rd Selvitz.AM.existingmax 8.11.2022.xus		
Project Description	Ft. Pierce Commerce CenterExisting				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	185	712	111	89	699	91	249	401	92	89	155	109

Signal Information					EB			WB			NB			SB		
Cycle, s	84.1	Reference Phase	2													
Offset, s	0	Reference Point	End	Green	9.1	2.9		23.1	9.1	0.9	15.1					
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	0.0		2.0	2.0	0.0	2.0					



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	185	712	111	89	699	91	249	401	92	89	155	109
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None		0	L + R	0		None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0		0	0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	22.0	24.0	16.0	24.0	14.0	60.0	13.0	60.0
Yellow Change Interval (*Y*), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red Clearance Interval (R_c), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G_{min}), s	12	10	10	10	10	10	10	10
Start-Up Lost Time (*lt*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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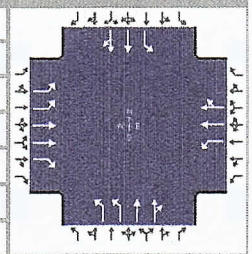
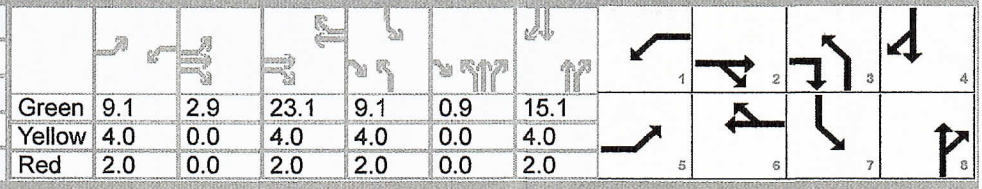
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	Existing	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Midway Rd Selvitz.AM.existingmax 8.11.2022.xus		
Project Description	Ft. Pierce Commerce CenterExisting				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	185	712	111	89	699	91	249	401	92	89	155	109

Signal Information			
Cycle, s	84.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	9.1	2.9		23.1	9.1	0.9	15.1					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	0.900	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	0.971	0.952	1.000	1.000	1.000	1.000	0.971	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.861	0.861		0.935	0.935		0.866	0.866
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	3514	3618	1610	1810	3129	407	3514	2995	682	1810	2132	1414
Proportion of Vehicles Arriving on Green (P)	0.14	0.31	0.31	0.11	0.28	0.28	0.12	0.19	0.19	0.11	0.18	0.18
Incremental Delay Factor (k)	0.04	0.25	0.04	0.04	0.40	0.40	0.04	0.04	0.04	0.04	0.04	0.04

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Green Ratio (g/C)	0.14	0.31	0.11	0.28	0.12	0.19	0.11	0.18
Permitted Saturation Flow Rate (s_p), veh/h/ln	0	0	0	0	0	0	0	0
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Service Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s								
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln		1610						
Protected Right Effective Green Time (g_R), s		10.0						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.710	0.000	1.557	0.000	1.557	0.000	1.852	0.000
Pedestrian F_s / F_{delay}	0.000	0.120	0.000	0.124	0.000	0.133	0.000	0.134
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	617.95	20.08	550.16	22.10	380.39	27.58	358.38	28.33
Bicycle F_w / F_v	-3.64	0.95	-3.64	0.82	-3.64	0.70	-3.64	0.33

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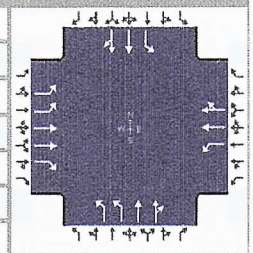
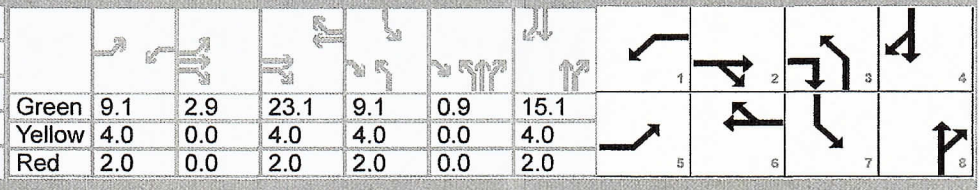
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	Existing	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Midway Rd Selvitz.AM.existingmax 8.11.2022.xus		
Project Description	Ft. Pierce Commerce CenterExisting				



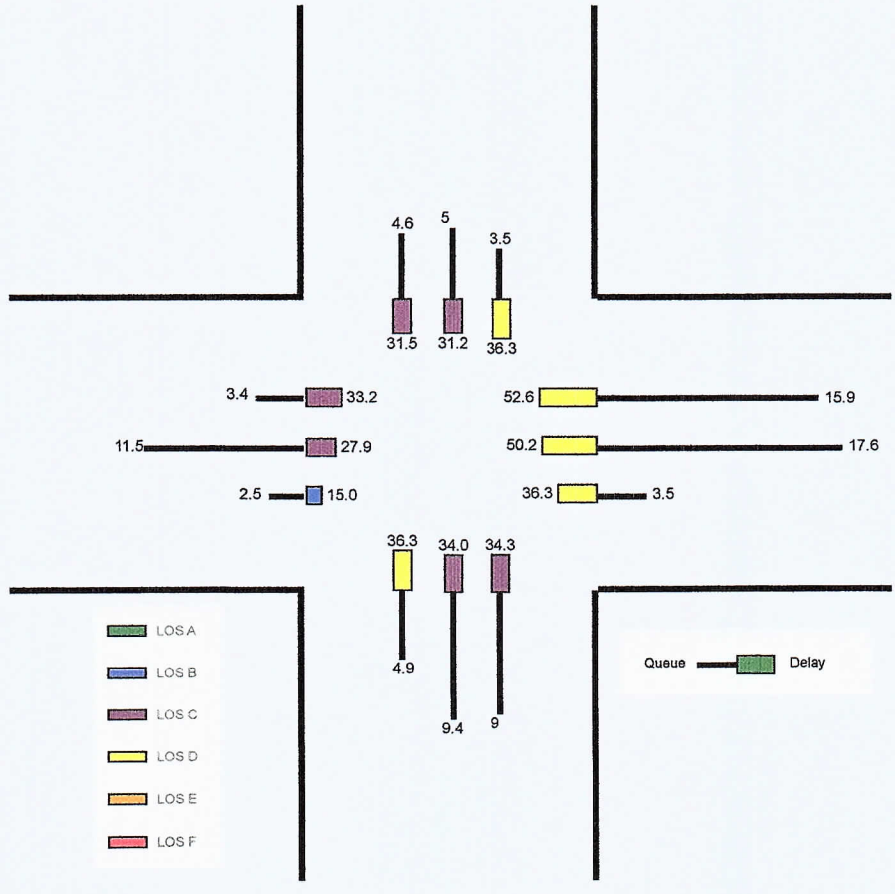
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	185	712	111	89	699	91	249	401	92	89	155	109

Signal Information			
Cycle, s	84.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	9.1	2.9		23.1	9.1	0.9	15.1					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	3.4	11.5	2.5	3.5	17.6	15.9	4.9	9.4	9.0	3.5	5.0	4.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Control Delay (*d*), s/veh	33.2	27.9	15.0	36.3	50.2	52.6	36.3	34.0	34.3	36.3	31.2	31.5
Level of Service (LOS)	C	C	B	D	D	D	D	C	C	D	C	C
Approach Delay, s/veh / LOS	27.5		C	49.8		D	34.9		C	32.6		C
Intersection Delay, s/veh / LOS	36.5						D					



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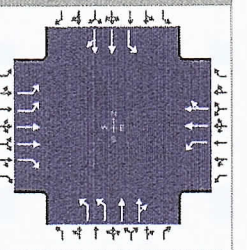
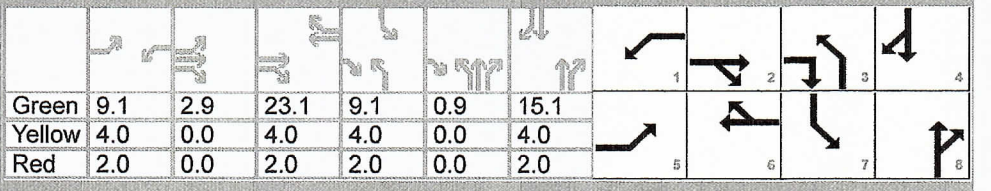
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	Existing	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Midway Rd Selvitz.AM.existingmax 8.11.2022.xus		
Project Description	Ft. Pierce Commerce CenterExisting				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	185	712	111	89	699	91	249	401	92	89	155	109

Signal Information			
Cycle, s	84.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	9.1	2.9		23.1	9.1	0.9	15.1					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	2.0	4.0	2.0	4.0	2.0	4.0
Phase Duration, s	17.9	32.0	15.1	29.1	16.0	22.0	15.1	21.1
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1
Queue Clearance Time (g_s), s	6.6	18.7	6.4	22.7	8.5	14.3	6.4	8.6
Green Extension Time (g_e), s	0.4	2.4	0.1	0.4	0.3	1.7	0.1	1.7
Phase Call Probability	0.99	1.00	0.91	1.00	1.00	1.00	0.91	1.00
Max Out Probability	0.00	0.68	0.00	1.00	0.10	0.00	0.01	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	210	809	126	101	482	416	283	288	272	101	156	144
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1757	1809	1610	1810	1900	1637	1757	1900	1777	1810	1900	1646
Queue Service Time (g_s), s	4.6	16.7	4.1	4.4	20.7	20.7	6.5	12.2	12.3	4.4	6.2	6.6
Cycle Queue Clearance Time (g_c), s	4.6	16.7	4.1	4.4	20.7	20.7	6.5	12.2	12.3	4.4	6.2	6.6
Green Ratio (*g/C*)	0.14	0.31	0.43	0.11	0.28	0.28	0.12	0.19	0.19	0.11	0.18	0.18
Capacity (*c*), veh/h	498	1118	689	195	523	450	417	361	338	195	341	295
Volume-to-Capacity Ratio (*X*)	0.422	0.724	0.183	0.519	0.922	0.923	0.678	0.796	0.806	0.519	0.457	0.489
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	3.4	11.5	2.5	3.5	17.6	15.9	4.9	9.4	9.0	3.5	5.0	4.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	33.0	25.9	14.9	35.5	29.6	29.6	35.5	32.5	32.6	35.5	30.9	31.1
Incremental Delay (d_2), s/veh	0.2	2.0	0.0	0.8	20.6	22.9	0.7	1.5	1.7	0.8	0.4	0.5
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	33.2	27.9	15.0	36.3	50.2	52.6	36.3	34.0	34.3	36.3	31.2	31.5
Level of Service (LOS)	C	C	B	D	D	D	D	C	C	D	C	C
Approach Delay, s/veh / LOS	27.5	C		49.8	D		34.9	C		32.6	C	
Intersection Delay, s/veh / LOS	36.5						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.43	B	2.28	B	2.29	B	2.59	C
Bicycle LOS Score / LOS	1.43	A	1.31	A	1.18	A	0.82	A

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TURNING MOVEMENT VOLUME COUNTS

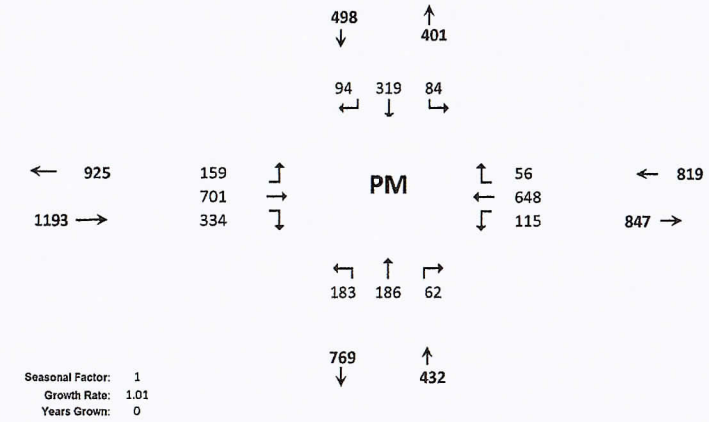
N/S STREET: Selvitz Rd
FILENAME: Energy and Selvitz
COUNT DATE: 2/18/2020
REPORT DATE: 5.12.2022

DAY: Tuesday
ANALYSIS YEAR: Existing

E/W STREET: Midway Rd
County: SLCo

CONTROL: Signalized

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	52	57	12	24	55	39	31	186	58	35	173	10	732	2810
4:15-4:30	72	56	17	15	66	27	36	159	44	37	154	16	699	2794
4:30-4:45	48	49	22	20	69	21	52	151	74	26	162	8	702	2855
4:45-5:00	57	40	13	16	73	22	35	157	75	29	144	16	677	2762
5:00-5:15	24	48	7	33	86	23	26	190	85	23	157	14	716	2635
5:15-5:30	49	44	18	13	82	25	41	182	90	34	166	16	760	
5:30-5:45	30	46	6	14	55	22	29	159	64	28	143	13	609	
5:45-6:00	44	42	11	11	53	12	25	122	59	29	129	13	550	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	178	181	60	82	310	91	154	680	324	112	629	54	2855	
Season Factor	178	181	60	82	310	91	154	680	324	112	629	54	2855	
Growth	183	186	62	84	319	94	159	701	334	115	648	56	2942	

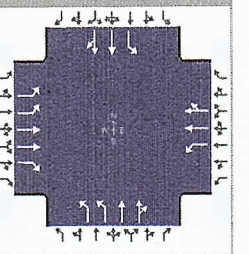


Seasonal Factor: 1
Growth Rate: 1.01
Years Grown: 0

D-6

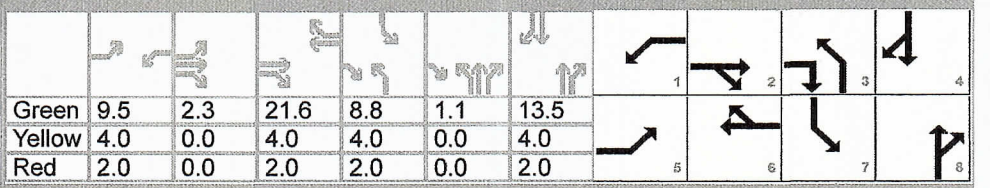
HCS Signalized Intersection Input Data

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	Existing	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce -Midway Selvitz.PM.existing...		
Project Description	Ft. Pierce Commerce Center - Existing				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	159	701	334	115	648	56	183	186	62	84	319	94

Signal Information			
Cycle, s	80.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	9.5	2.3		21.6	8.8	1.1	13.5					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	159	701	334	115	648	56	183	186	62	84	319	94
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None		0	L + R	0		None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0		0	0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	22.0	24.0	16.0	24.0	14.0	60.0	13.0	60.0
Yellow Change Interval (*Y*), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red Clearance Interval (R_c), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G_{min}), s	12	10	10	10	10	10	10	10
Start-Up Lost Time (*l1*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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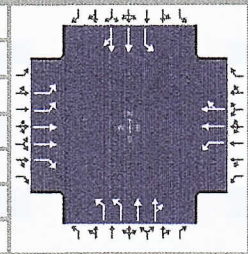
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	Existing	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce -Midway Selvitz.PM.existing...		
Project Description	Ft. Pierce Commerce Center - Existing				

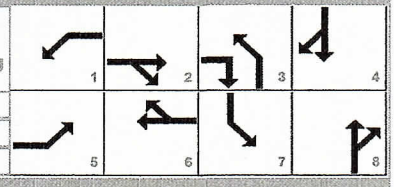


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	159	701	334	115	648	56	183	186	62	84	319	94

Signal Information			
Cycle, s	80.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	9.5	2.3		21.6	8.8	1.1	13.5					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					



Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	0.900	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	0.971	0.952	1.000	1.000	1.000	1.000	0.971	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.873	0.873		0.916	0.916		0.922	0.922
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	3514	3618	1610	1810	3276	283	3514	2750	890	1810	2830	822
Proportion of Vehicles Arriving on Green (P)	0.15	0.30	0.30	0.12	0.27	0.27	0.12	0.18	0.18	0.11	0.17	0.17
Incremental Delay Factor (k)	0.04	0.26	0.10	0.04	0.28	0.28	0.04	0.04	0.04	0.04	0.04	0.04

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Green Ratio (g/C)	0.15	0.30	0.12	0.27	0.12	0.18	0.11	0.17
Permitted Saturation Flow Rate (s_p), veh/h/ln	0	0	0	0	0	0	0	0
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Service Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s								
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln		1610						
Protected Right Effective Green Time (g_R), s		9.9						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.710	0.000	1.557	0.000	1.557	0.000	1.852	0.000
Pedestrian F_s / F_{delay}	0.000	0.120	0.000	0.123	0.000	0.132	0.000	0.134
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	593.10	19.99	535.60	21.66	360.07	27.17	333.40	28.06
Bicycle F_w / F_v	-3.64	1.12	-3.64	0.77	-3.64	0.40	-3.64	0.47

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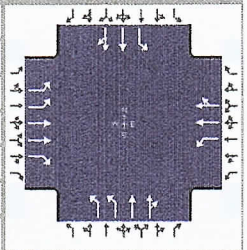
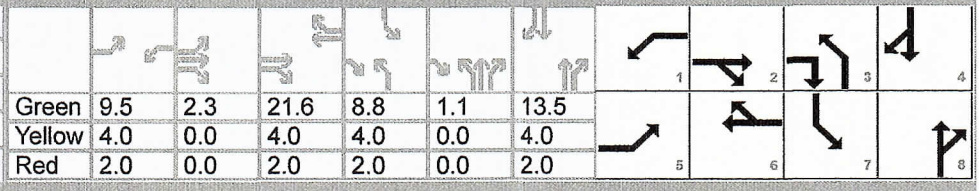
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	Existing	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce -Midway Selvitz.PM.existing...		
Project Description	Ft. Pierce Commerce Center - Existing				



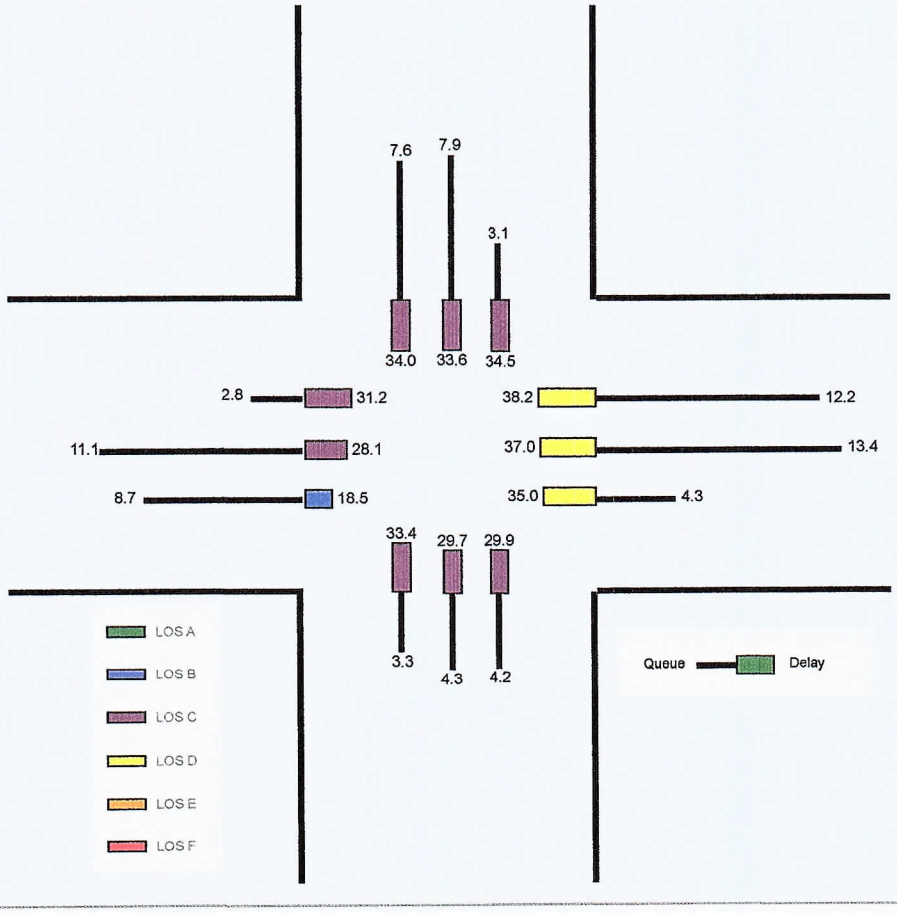
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	159	701	334	115	648	56	183	186	62	84	319	94

Signal Information			
Cycle, s	80.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	9.5	2.3		21.6	8.8	1.1	13.5					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	2.8	11.1	8.7	4.3	13.4	12.2	3.3	4.3	4.2	3.1	7.9	7.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Control Delay (*d*), s/veh	31.2	28.1	18.5	35.0	37.0	38.2	33.4	29.7	29.9	34.5	33.6	34.0
Level of Service (LOS)	C	C	B	D	D	D	C	C	C	C	C	C
Approach Delay, s/veh / LOS	25.8	C		37.2	D		31.3	C		33.9	C	
Intersection Delay, s/veh / LOS	31.2						C					



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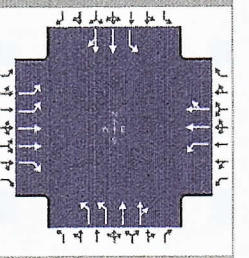
HCS Signalized Intersection Results Summary

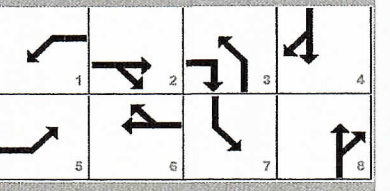
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	Existing	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce -Midway Selvitz.PM.existing...		
Project Description	Ft. Pierce Commerce Center - Existing				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	159	701	334	115	648	56	183	186	62	84	319	94

Signal Information			
Cycle, s	80.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	9.5	2.3	21.6	8.8	1.1	13.5	
Yellow	4.0	0.0	4.0	4.0	0.0	4.0	
Red	2.0	0.0	2.0	2.0	0.0	2.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	2.0	4.0	2.0	4.0	2.0	4.0
Phase Duration, s	17.8	30.0	15.5	27.6	15.9	20.5	14.8	19.5
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1
Queue Clearance Time (g_s), s	5.7	18.1	7.6	19.2	6.5	7.7	6.0	12.1
Green Extension Time (g_e), s	0.3	2.8	0.1	2.5	0.3	1.4	0.1	1.4
Phase Call Probability	0.98	1.00	0.95	1.00	0.99	1.00	0.88	1.00
Max Out Probability	0.00	0.65	0.00	0.77	0.01	0.00	0.01	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	181	797	380	131	427	373	208	144	138	95	242	228
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1757	1809	1610	1810	1900	1659	1757	1900	1740	1810	1900	1752
Queue Service Time (g_s), s	3.7	16.1	14.5	5.6	17.1	17.2	4.5	5.4	5.7	4.0	9.8	10.1
Cycle Queue Clearance Time (g_c), s	3.7	16.1	14.5	5.6	17.1	17.2	4.5	5.4	5.7	4.0	9.8	10.1
Green Ratio (*g/C*)	0.15	0.30	0.42	0.12	0.27	0.27	0.12	0.18	0.18	0.11	0.17	0.17
Capacity (*c*), veh/h	513	1073	675	212	509	444	431	342	313	198	317	292
Volume-to-Capacity Ratio (*X*)	0.352	0.742	0.562	0.616	0.839	0.840	0.483	0.421	0.440	0.483	0.763	0.779
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	2.8	11.1	8.7	4.3	13.4	12.2	3.3	4.3	4.2	3.1	7.9	7.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	31.1	25.6	17.8	33.9	27.9	28.0	33.1	29.4	29.5	33.8	32.1	32.2
Incremental Delay (d_2), s/veh	0.2	2.5	0.7	1.1	9.0	10.3	0.3	0.3	0.4	0.7	1.4	1.7
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	31.2	28.1	18.5	35.0	37.0	38.2	33.4	29.7	29.9	34.5	33.6	34.0
Level of Service (LOS)	C	C	B	D	D	D	C	C	C	C	C	C
Approach Delay, s/veh / LOS	25.8	C		37.2	D		31.3	C		33.9	C	
Intersection Delay, s/veh / LOS	31.2						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.43	B	2.28	B	2.29	B	2.58	C
Bicycle LOS Score / LOS	1.61	B	1.26	A	0.89	A	0.95	A

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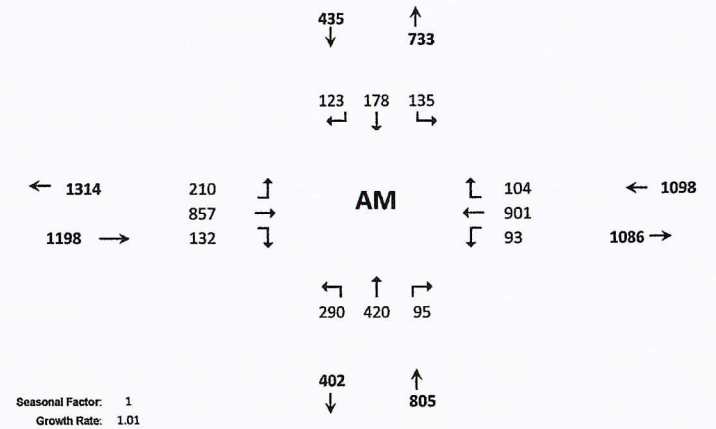
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Midway Rd
CONTROL: Signalized
FILENAME: Energy and Selvitz
COUNT DATE: 2/18/2020
DAY: Tuesday
CITY: St Lucie
REPORT DATE:
ANALYSIS YEAR: 2023

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	45	71	24	18	24	32	30	196	33	9	148	21	651	2982
7:15-7:30	63	81	22	15	32	27	44	183	28	18	145	23	681	2958
7:30-7:45	67	122	22	37	39	22	59	151	32	22	213	21	807	2853
7:45-8:00	74	127	24	19	60	28	52	182	18	40	193	26	843	2606
8:00-8:15	54	52	11	21	31	20	40	173	28	16	168	13	627	2265
8:15-8:30	52	59	23	13	28	20	34	127	26	17	167	10	576	
8:30-8:45	60	57	23	12	33	25	30	151	29	7	111	22	560	
8:45-9:00	38	39	23	19	15	15	30	150	30	10	116	17	502	
AM PEAK HOUR IS FROM:			7:00AM TO 8:00AM											
Volumes	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Season Factor	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Growth	257	413	95	92	160	112	191	734	114	92	720	94	3072	
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		
Percentage	0%	20%	0%	20%	20%	30%	30%	0%	0%	0%	0%	20%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Arcosa %	8%					10%	10%	31%	8%		31%			
Arcosa	1	0	0	0	0	2	6	5	1	0	5	0		
Southern Grove DRI %								0.7%			0.7%			
Southern Grove DRI								9			11			
Western Grove DRI %								1.1%			1.1%			
Western Grove DRI								6			4			
Wilson Grove DRI %								0.7%			0.7%			
Wilson Grove DRI								7			7			
Riverland DRI %								0.6%			0.6%			
Riverland DRI								8			7			
LTC Ranch %	1.4%							6.3%	1.4%		6.3%			
LTC Ranch	6							25	6		29			
Wawa Midway & Selvitz %	15.0%			49.0%	15.0%						31.0%			
Wawa Midway & Selvitz	12			38	12						25			
Village at Midway %	1.0%					1.0%	1.0%	5.0%	1.0%		5.0%			
Village at Midway	4					2	4	8	2		18			
Ravina %			2.0%	6.0%				16.0%		2.0%	16.0%	6.0%		
Ravina			0	1				4		1	11	4		
Willow Lakes %	3.0%					1.0%	1.0%	19.0%	3.0%		19.0%			
Willow Lakes	10					3	3	51	8		64			
Waste Pro		5		2	5	3	3					2		
Transit		2		2	1	1	3					4		
Total	290	420	95	135	178	123	210	857	132	93	901	104	3072	

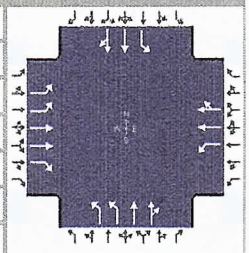


Seasonal Factor: 1
Growth Rate: 1.01
Years Grown: 3

	Trips In	Trips Out
Energy and Selvitz		
Arcosa	59	16
Southern Grove DRI	1,555	1,308
Western Grove DRI	338	534
Wilson Grove DRI	969	952
Riverland DRI	1,198	1,392
LTC Ranch	456	406
Wawa Midway & Selvitz	79	78
Village at Midway	363	151
Ravina	22	68
Willow Lakes	339	266

HCS Signalized Intersection Input Data

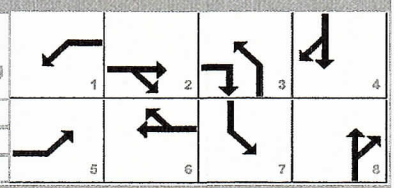
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 AM Without	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.AM.without...		
Project Description	Ft. Pierce Commerce Center - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	210	857	132	93	901	104	290	420	95	135	178	125

Signal Information			
Cycle, s	86.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	9.2	2.7		24.0	9.8	0.5	16.6					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	210	857	132	93	901	104	290	420	95	135	178	125
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None		0	L + R	0		None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0		0	0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	22.0	24.0	16.0	24.0	14.0	60.0	13.0	60.0
Yellow Change Interval (*Y*), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red Clearance Interval (R_c), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G_{min}), s	12	10	10	10	10	10	10	10
Start-Up Lost Time (*l1*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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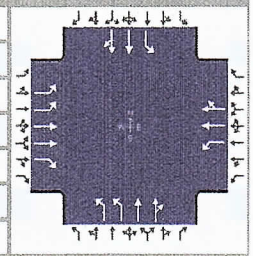
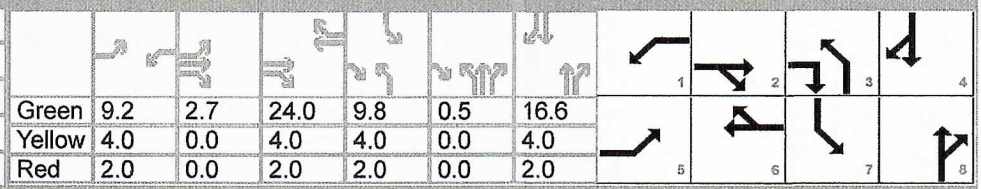
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 AM Without	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.AM.without...		
Project Description	Ft. Pierce Commerce Center - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	210	857	132	93	901	104	290	420	95	135	178	125

Signal Information			
Cycle, s	86.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	9.2	2.7		24.0	9.8	0.5	16.6					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	0.900	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	0.971	0.952	1.000	1.000	1.000	1.000	0.971	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.865	0.865		0.936	0.936		0.866	0.866
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	3514	3618	1610	1810	3178	367	3514	3004	675	1810	2126	1418
Proportion of Vehicles Arriving on Green (P)	0.14	0.31	0.31	0.11	0.28	0.28	0.12	0.20	0.20	0.11	0.19	0.19
Incremental Delay Factor (k)	0.04	0.38	0.04	0.04	0.50	0.50	0.12	0.04	0.04	0.10	0.04	0.04

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Green Ratio (g/C)	0.14	0.31	0.11	0.28	0.12	0.20	0.11	0.19
Permitted Saturation Flow Rate (s_p), veh/h/ln	0	0	0	0	0	0	0	0
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Service Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s								
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln		1610						
Protected Right Effective Green Time (g_R), s		10.3						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.710	0.000	1.557	0.000	1.557	0.000	1.852	0.000
Pedestrian F_s / F_{delay}	0.000	0.122	0.000	0.125	0.000	0.134	0.000	0.134
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	616.22	20.78	553.00	22.72	393.63	28.00	382.15	28.40
Bicycle F_w / F_v	-3.64	1.12	-3.64	1.03	-3.64	0.75	-3.64	0.41

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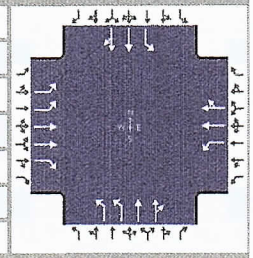
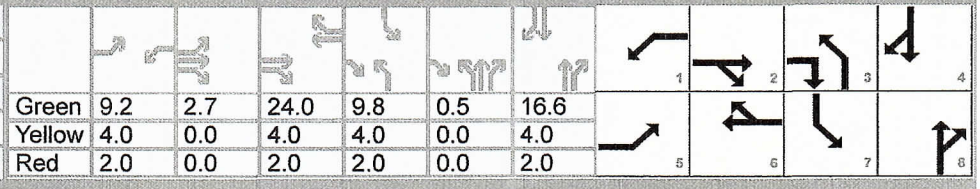
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 AM Without	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.AM.without...		
Project Description	Ft. Pierce Commerce Center - Without Project				



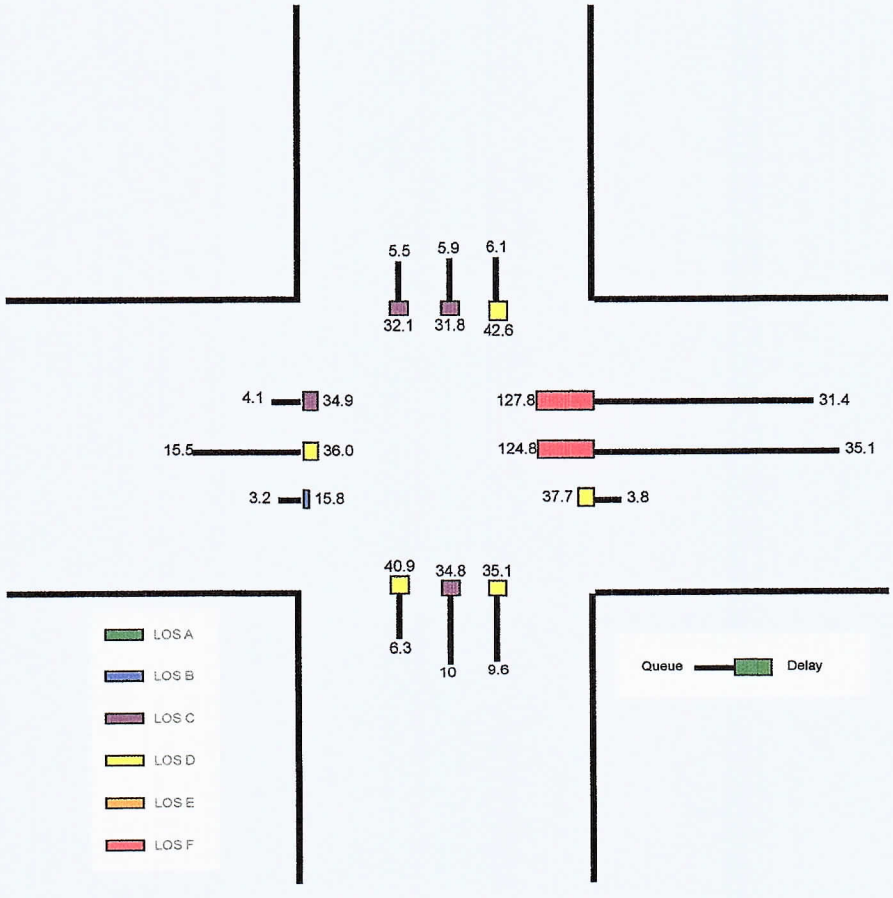
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	210	857	132	93	901	104	290	420	95	135	178	125

Signal Information			
Cycle, s	86.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	9.2	2.7		24.0	9.8	0.5	16.6					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	4.1	15.5	3.2	3.8	35.1	31.4	6.3	10.0	9.6	6.1	5.9	5.5
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Control Delay (*d*), s/veh	34.9	36.0	15.8	37.7	124.8	127.8	40.9	34.8	35.1	42.6	31.8	32.1
Level of Service (LOS)	C	D	B	D	F	F	D	C	D	D	C	C
Approach Delay, s/veh / LOS	33.6		C	118.7		F	37.1		D	35.2		D
Intersection Delay, s/veh / LOS	61.0						E					



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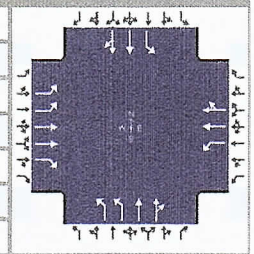
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 AM Without	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.AM.without...		
Project Description	Ft. Pierce Commerce Center - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	210	857	132	93	901	104	290	420	95	135	178	125

Signal Information			
Cycle, s	86.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	9.2	2.7	24.0	9.8	0.5	16.6	1	2	3	4		
Yellow	4.0	0.0	4.0	4.0	0.0	4.0	5	6	7	8		
Red	2.0	0.0	2.0	2.0	0.0	2.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	2.0	4.0	2.0	4.0	2.0	4.0
Phase Duration, s	18.0	32.7	15.2	30.0	16.3	23.1	15.8	22.6
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1
Queue Clearance Time (g_s), s	7.5	24.1	6.8	26.0	9.9	15.3	9.1	9.8
Green Extension Time (g_e), s	0.5	0.0	0.1	0.0	0.3	1.8	0.1	1.8
Phase Call Probability	1.00	1.00	0.92	1.00	1.00	1.00	0.98	1.00
Max Out Probability	0.00	1.00	0.00	1.00	0.43	0.00	0.43	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	239	974	150	106	612	530	330	301	284	153	180	165
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1757	1809	1610	1810	1900	1644	1757	1900	1779	1810	1900	1645
Queue Service Time (g_s), s	5.5	22.1	5.1	4.8	24.0	24.0	7.9	13.1	13.3	7.1	7.3	7.8
Cycle Queue Clearance Time (g_c), s	5.5	22.1	5.1	4.8	24.0	24.0	7.9	13.1	13.3	7.1	7.3	7.8
Green Ratio (*g/C*)	0.14	0.31	0.43	0.11	0.28	0.28	0.12	0.20	0.20	0.11	0.19	0.19
Capacity (*c*), veh/h	484	1115	686	192	525	455	415	374	350	203	363	314
Volume-to-Capacity Ratio (*X*)	0.493	0.874	0.219	0.550	1.165	1.166	0.794	0.804	0.812	0.754	0.495	0.524
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	4.1	15.5	3.2	3.8	35.1	31.4	6.3	10.0	9.6	6.1	5.9	5.5
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	34.6	28.4	15.8	36.8	31.4	31.4	37.2	33.3	33.3	37.4	31.4	31.6
Incremental Delay (d_2), s/veh	0.3	7.6	0.1	0.9	93.4	96.4	3.7	1.6	1.8	5.2	0.4	0.5
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	34.9	36.0	15.8	37.7	124.8	127.8	40.9	34.8	35.1	42.6	31.8	32.1
Level of Service (LOS)	C	D	B	D	F	F	D	C	D	D	C	C
Approach Delay, s/veh / LOS	33.6	C		118.7	F		37.1	D		35.2	D	
Intersection Delay, s/veh / LOS	61.0						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.43	B	2.28	B	2.29	B	2.59	C
Bicycle LOS Score / LOS	1.61	B	1.52	B	1.24	A	0.90	A

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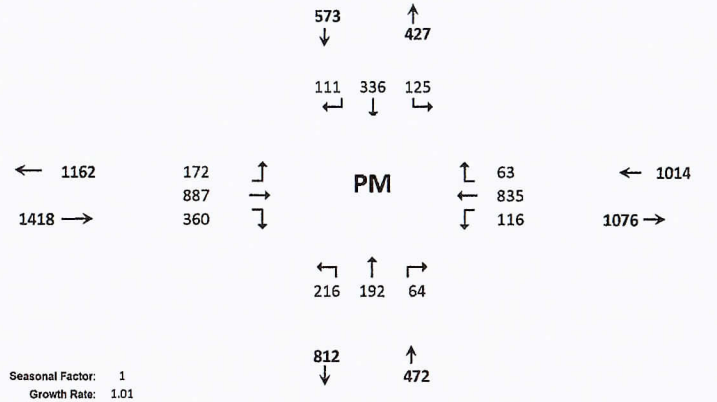
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Midway Rd
CONTROL: Signalized
FILENAME: Energy and Selvitz
COUNT DATE: 2/18/2020
DAY: Tuesday
County: SLCo
REPORT DATE: 5.12.2022
ANALYSIS YEAR: 2023 PM (without project)

15 Min Period / lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	52	57	12	24	55	39	31	186	58	35	173	10	732	2810
4:15-4:30	72	56	17	15	66	27	36	159	44	37	154	16	699	2794
4:30-4:45	48	49	22	20	69	21	52	151	74	26	162	8	702	2855
4:45-5:00	57	40	13	16	73	22	35	157	75	29	144	16	677	2762
5:00-5:15	24	48	7	33	86	23	26	190	85	23	157	14	716	2635
5:15-5:30	49	44	18	13	82	25	41	182	90	34	166	16	760	
5:30-5:45	30	46	6	14	55	22	29	159	64	28	143	13	609	
5:45-6:00	44	42	11	11	53	12	25	122	59	29	129	13	550	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	178	181	60	82	310	91	154	680	324	112	629	54	2855	
Season Factor	178	181	60	82	310	91	154	680	324	112	629	54	2855	
Growth	183	186	62	84	319	94	159	701	334	115	648	56	2942	
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		
Percentage	0%	20%	0%	20%	20%	30%	30%	0%	0%	0%	0%	20%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Arcosa %	8%					10%	10%	31%	8%		31%			
Arcosa	3	0	0	0	0	3	2	11	3	0	11	0		
Southern Grove DRI %								0.7%			0.7%			
Southern Grove DRI								18			12			
Western Grove DRI %								1.1%			1.1%			
Western Grove DRI								6			4			
Wilson Grove DRI %								0.7%			0.7%			
Wilson Grove DRI								10			8			
Riverland DRI %								0.6%			0.6%			
Riverland DRI								11			11			
LTC Ranch %	1.4%							6.3%	1.4%		6.3%			
LTC Ranch	8							47	10		37			
Wawa Midway & Selvitz %	15.0%			49.0%	15.0%						31.0%			
Wawa Midway & Selvitz	9			30	9						19			
Village at Midway %	1.0%					1.0%	1.0%	5.0%	1.0%		5.0%			
Village at Midway	2					5	2	23	5		9			
Ravina %			2.0%	6.0%				16.0%		2.0%	16.0%	6.0%		
Ravina			2	5				12		1	7	3		
Willow Lakes %	3.0%					1.0%	1.0%	19.0%	3.0%		19.0%			
Willow Lakes	11					3	4	49	8		69			
Waste Pro		5		2	5	3	3					2		
Trasnit		1		4	3	3	2					2		
Total	216	192	64	125	336	111	172	887	360	116	835	63	2942	

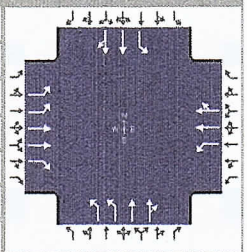


Seasonal Factor:	1
Growth Rate:	1.01
Years Grown:	3

	Trips In	Trips Out
Energy and Selvitz	0	0
Arcosa	21	34
Southern Grove DRI	1,748	2,518
Western Grove DRI	628	515
Wilson Grove DRI	1,136	1,410
Riverland DRI	1,774	1,819
LTC Ranch	580	743
Wawa Midway & Selvitz	62	62
Village at Midway	182	456
Ravina	77	44
Willow Lakes	363	259

HCS Signalized Intersection Input Data

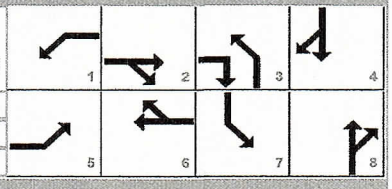
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 PM Without	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.PM.without...		
Project Description	Ft. Pierce Commerce Center - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	172	887	360	116	835	63	216	192	64	125	336	125

Signal Information			
Cycle, s	85.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

	EB			WB			NB			SB		
Green	9.6	2.3		24.0	9.7	0.3	15.5					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	172	887	360	116	835	63	216	192	64	125	336	125
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None		0	L + R	0		None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0		0	0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	22.0	24.0	16.0	24.0	14.0	60.0	13.0	60.0
Yellow Change Interval (*Y*), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red Clearance Interval (R_c), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G_{min}), s	12	10	10	10	10	10	10	10
Start-Up Lost Time (*l1*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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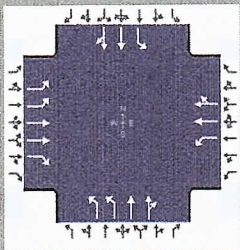
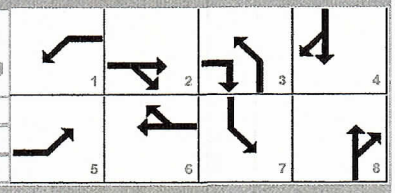
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 PM Without	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.PM.without...		
Project Description	Ft. Pierce Commerce Center - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	172	887	360	116	835	63	216	192	64	125	336	125

Signal Information			
Cycle, s	85.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	9.6	2.3		24.0	9.7	0.3	15.5					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	0.900	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	0.971	0.952	1.000	1.000	1.000	1.000	0.971	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.876	0.876		0.916	0.916		0.908	0.908
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	3514	3618	1610	1810	3315	250	3514	2749	890	1810	2652	973
Proportion of Vehicles Arriving on Green (P)	0.14	0.31	0.31	0.11	0.28	0.28	0.12	0.19	0.19	0.11	0.18	0.18
Incremental Delay Factor (k)	0.04	0.41	0.13	0.04	0.50	0.50	0.04	0.04	0.04	0.05	0.04	0.04

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Green Ratio (g/C)	0.14	0.31	0.11	0.28	0.12	0.19	0.11	0.18
Permitted Saturation Flow Rate (s_p), veh/h/ln	0	0	0	0	0	0	0	0
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Service Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s								
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln		1610						
Protected Right Effective Green Time (g_R), s		10.0						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.710	0.000	1.557	0.000	1.557	0.000	1.852	0.000
Pedestrian F_s / F_{delay}	0.000	0.121	0.000	0.124	0.000	0.134	0.000	0.134
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	616.75	20.42	562.34	22.05	370.62	28.33	363.26	28.58
Bicycle F_w / F_v	-3.64	1.33	-3.64	0.95	-3.64	0.44	-3.64	0.55

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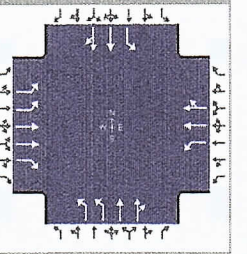
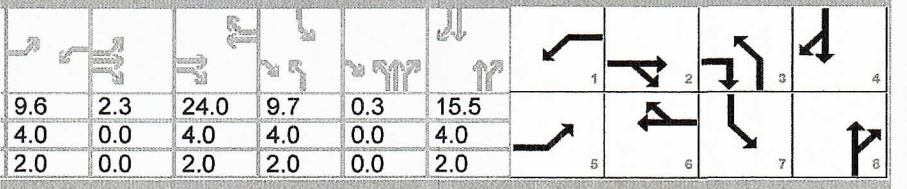
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 PM Without	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.PM.without...		
Project Description	Ft. Pierce Commerce Center - Without Project				



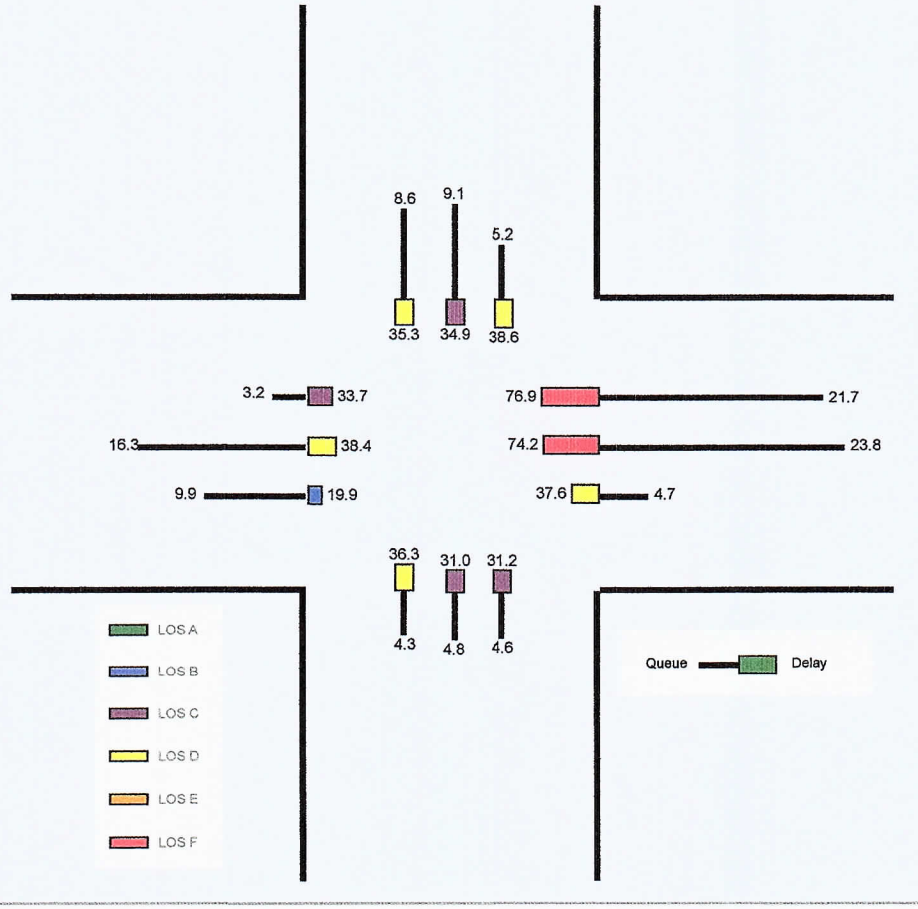
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	172	887	360	116	835	63	216	192	64	125	336	125

Signal Information			
Cycle, s	85.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	9.6	2.3		24.0	9.7	0.3	15.5					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	3.2	16.3	9.9	4.7	23.8	21.7	4.3	4.8	4.6	5.2	9.1	8.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Control Delay (*d*), s/veh	33.7	38.4	19.9	37.6	74.2	76.9	36.3	31.0	31.2	38.6	34.9	35.3
Level of Service (LOS)	C	D	B	D	F	F	D	C	C	D	C	D
Approach Delay, s/veh / LOS	33.1	C		71.2	E		33.5	C		35.8	D	
Intersection Delay, s/veh / LOS	44.7						D					



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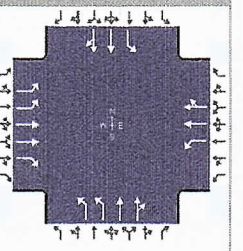
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 PM Without	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.PM.without...		
Project Description	Ft. Pierce Commerce Center - Without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	172	887	360	116	835	63	216	192	64	125	336	125

Signal Information			
Cycle, s	85.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	9.6	2.3	24.0	9.7	0.3	15.5	1	2	3	4		
Yellow	4.0	0.0	4.0	4.0	0.0	4.0	5	6	7	8		
Red	2.0	0.0	2.0	2.0	0.0	2.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	2.0	4.0	2.0	4.0	2.0	4.0
Phase Duration, s	17.9	32.3	15.6	30.0	16.0	21.8	15.7	21.5
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1
Queue Clearance Time (g_s), s	6.3	24.8	8.0	26.0	7.7	8.2	8.4	13.9
Green Extension Time (g_e), s	0.4	0.0	0.1	0.0	0.3	1.6	0.1	1.6
Phase Call Probability	0.99	1.00	0.96	1.00	1.00	1.00	0.97	1.00
Max Out Probability	0.00	1.00	0.00	1.00	0.04	0.00	0.19	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	195	1008	409	132	544	477	245	149	142	142	272	252
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1757	1809	1610	1810	1900	1665	1757	1900	1740	1810	1900	1725
Queue Service Time (g_s), s	4.3	22.8	16.7	6.0	24.0	24.0	5.7	5.9	6.2	6.4	11.7	11.9
Cycle Queue Clearance Time (g_c), s	4.3	22.8	16.7	6.0	24.0	24.0	5.7	5.9	6.2	6.4	11.7	11.9
Green Ratio (*g/C*)	0.14	0.31	0.43	0.11	0.28	0.28	0.12	0.19	0.19	0.11	0.18	0.18
Capacity (*c*), veh/h	489	1116	685	203	534	468	410	352	322	205	345	313
Volume-to-Capacity Ratio (*X*)	0.399	0.904	0.598	0.650	1.018	1.018	0.598	0.423	0.441	0.694	0.788	0.804
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	3.2	16.3	9.9	4.7	23.8	21.7	4.3	4.8	4.6	5.2	9.1	8.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	33.5	28.3	18.9	36.3	30.7	30.7	35.8	30.7	30.8	36.4	33.4	33.5
Incremental Delay (d_2), s/veh	0.2	10.1	1.0	1.3	43.6	46.2	0.5	0.3	0.4	2.1	1.5	1.8
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	33.7	38.4	19.9	37.6	74.2	76.9	36.3	31.0	31.2	38.6	34.9	35.3
Level of Service (LOS)	C	D	B	D	F	F	D	C	C	D	C	D
Approach Delay, s/veh / LOS	33.1	C		71.2	E		33.5	C		35.8	D	
Intersection Delay, s/veh / LOS	44.7						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.43	B	2.28	B	2.29	B	2.59	C
Bicycle LOS Score / LOS	1.82	B	1.44	A	0.93	A	1.04	A

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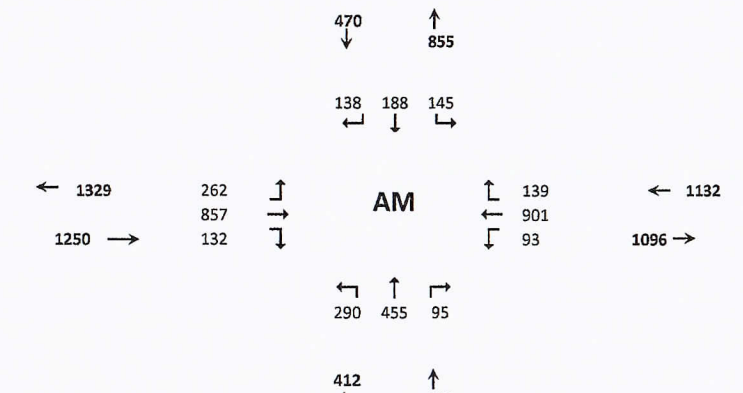
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Midway Rd
CONTROL: Signalized
FILENAME: Energy and Selvitz
COUNT DATE: 2/18/2020
DAY: Tuesday
County St Lucie
REPORT DATE: 5.12.2022
ANALYSIS YEAR: 2023 AM (with project)

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	45	71	24	18	24	32	30	196	33	9	148	21	651	2982
7:15-7:30	63	81	22	15	32	27	44	183	28	18	145	23	681	2958
7:30-7:45	67	122	22	37	39	22	59	151	32	22	213	21	807	2853
7:45-8:00	74	127	24	19	60	28	52	182	18	40	193	26	843	2606
8:00-8:15	54	52	11	21	31	20	40	173	28	16	168	13	627	2265
8:15-8:30	52	59	23	13	28	20	34	127	26	17	167	10	576	
8:30-8:45	60	57	23	12	33	25	30	151	29	7	111	22	560	
8:45-9:00	38	39	23	19	15	15	30	150	30	10	116	17	502	
AM PEAK HOUR IS FROM:			7:00AM TO 8:00AM											
Volumes	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Season Factor	249	401	92	89	155	109	185	712	111	89	699	91	2982	
Growth	257	413	95	92	160	112	191	734	114	92	720	94	3072	
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		
Percentage	0%	20%	0%	20%	20%	30%	30%	0%	0%	0%	0%	20%		
PROJECT	0	35	0	10	10	15	52	0	0	0	0	35	157	
Arcosa %	8%					10%	10%	31%	8%		31%			
Arcosa	1	0	0	0	0	2	6	5	1	0	5	0		
Southern Grove DRI %								0.7%			0.7%			
Southern Grove DRI								9			11			
Western Grove DRI %								1.1%			1.1%			
Western Grove DRI								6			4			
Wilson Grove DRI %								0.7%			0.7%			
Wilson Grove DRI								7			7			
Riverland DRI %								0.6%			0.6%			
Riverland DRI								8			7			
LTC Ranch %	1.4%							6.3%	1.4%		6.3%			
LTC Ranch	6							25	6		29			
Wawa Midway & Selvitz %	15.0%			49.0%	15.0%						31.0%			
Wawa Midway & Selvitz	12			38	12						25			
Village at Midway %	1.0%					1.0%	1.0%	5.0%	1.0%		5.0%			
Village at Midway	4					2	4	8	2		18			
Ravina %			2.0%	6.0%				16.0%		2.0%	16.0%	6.0%		
Ravina			0	1				4		1	11	4		
Willow Lakes %	3.0%					1.0%	1.0%	19.0%	3.0%		19.0%			
Willow Lakes	10					3	3	51	8		64			
Waste Pro		5		2	5	3	3					2		
Trasnit		2		2	1	1	3					4		
Total	290	455	95	145	188	138	262	857	132	93	901	139	3229	



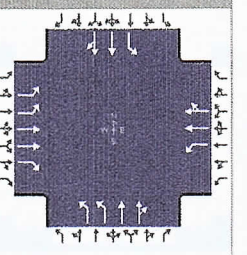
Seasonal Factor: 1
Growth Rate: 1.01
Years Grown: 3

	Trips In	Trips Out
Energy and Selvitz	174	50
Arcosa	59	16
Southern Grove DRI	1,555	1,308
Western Grove DRI	338	534
Wilson Grove DRI	969	952
Riverland DRI	1,198	1,392
LTC Ranch	456	406
Wawa Midway & Selvitz	79	78
Village at Midway	363	151
Ravina	22	68
Willow Lakes	339	266

D-21

HCS Signalized Intersection Input Data

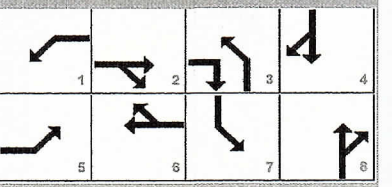
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 AM With Project	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.AM.with pr…		
Project Description	Ft. Pierce Commerce Center - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	93	901	139	262	857	132	290	455	95	145	188	138

Signal Information			
Cycle, s	93.5	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	11.2	4.8	24.0	10.3	0.6	18.6						
Yellow	4.0	0.0	4.0	4.0	0.0	4.0						
Red	2.0	0.0	2.0	2.0	0.0	2.0						



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	93	901	139	262	857	132	290	455	95	145	188	138
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None		0	L + R	0		None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0		0	0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	22.0	24.0	16.0	24.0	14.0	60.0	13.0	60.0
Yellow Change Interval (Y), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red Clearance Interval (R_c), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G_{min}), s	12	10	10	10	10	10	10	10
Start-Up Lost Time (*lt*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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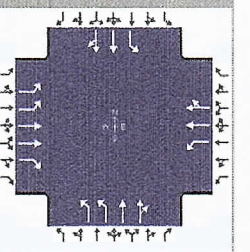
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 AM With Project	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.AM.with pr...		
Project Description	Ft. Pierce Commerce Center - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	93	901	139	262	857	132	290	455	95	145	188	138

Signal Information			
Cycle, s	93.5	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	11.2	4.8	24.0	10.3	0.6	18.6	1	2	3	4		
Yellow	4.0	0.0	4.0	4.0	0.0	4.0	5	6	7	8		
Red	2.0	0.0	2.0	2.0	0.0	2.0						

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	0.900	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	0.971	0.952	1.000	1.000	1.000	1.000	0.971	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.855	0.855		0.940	0.940		0.862	0.862
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	3514	3618	1610	1810	3055	470	3514	3052	634	1810	2083	1455
Proportion of Vehicles Arriving on Green (P)	0.12	0.26	0.26	0.17	0.31	0.31	0.12	0.21	0.21	0.11	0.20	0.20
Incremental Delay Factor (k)	0.04	0.50	0.04	0.46	0.50	0.50	0.16	0.04	0.04	0.18	0.04	0.04

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Green Ratio (g/C)	0.12	0.26	0.17	0.31	0.12	0.21	0.11	0.20
Permitted Saturation Flow Rate (s_p), veh/h/ln	0	0	0	0	0	0	0	0
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Service Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s								
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln		1610						
Protected Right Effective Green Time (g_R), s		10.8						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.710	0.000	1.557	0.000	1.557	0.000	1.852	0.000
Pedestrian F_s / F_{delay}	0.000	0.130	0.000	0.125	0.000	0.136	0.000	0.136
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	513.57	25.81	615.66	22.39	410.79	29.51	398.45	29.97
Bicycle F_w / F_v	-3.64	1.06	-3.64	1.17	-3.64	0.79	-3.64	0.44

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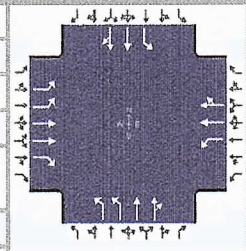
HCS Signalized Intersection Results Graphical Summary

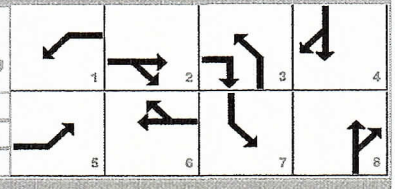
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 AM With Project	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.AM.with pr...		
Project Description	Ft. Pierce Commerce Center - With Project				



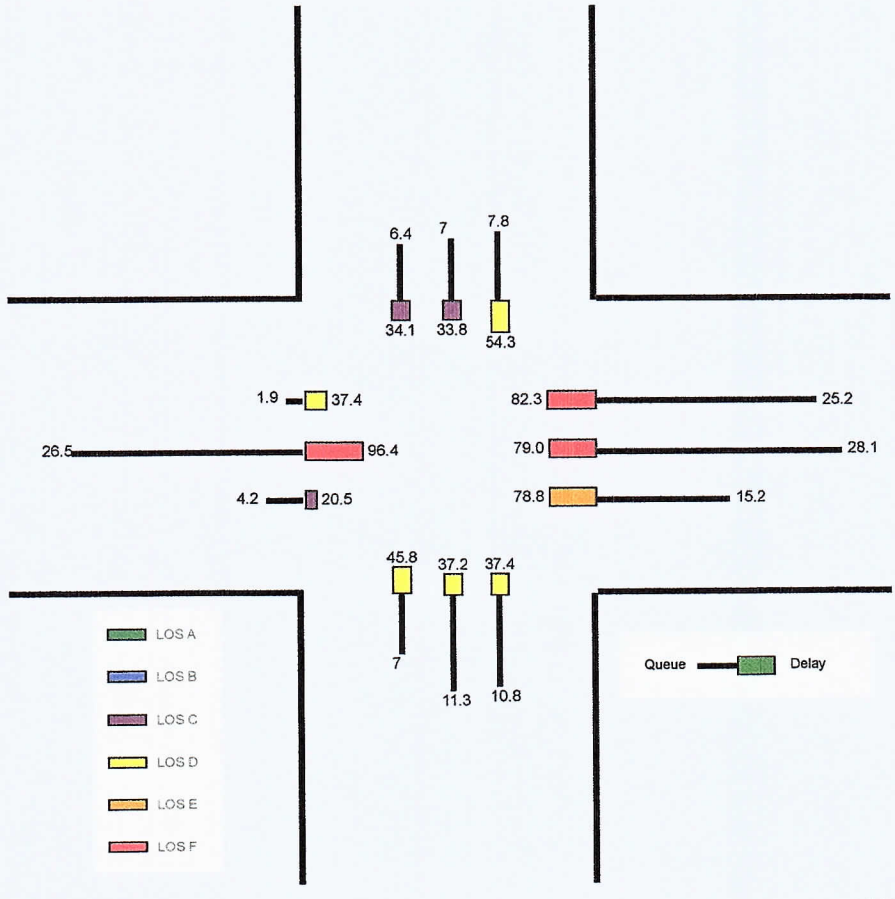
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	93	901	139	262	857	132	290	455	95	145	188	138

Signal Information			
Cycle, s	93.5	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

	EB			WB			NB			SB		
Green	11.2	4.8		24.0	10.3	0.6	18.6					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

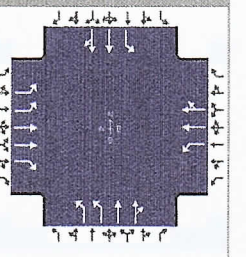


Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	1.9	26.5	4.2	15.2	28.1	25.2	7.0	11.3	10.8	7.8	7.0	6.4
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Control Delay (*d*), s/veh	37.4	96.4	20.5	78.8	79.0	82.3	45.8	37.2	37.4	54.3	33.8	34.1
Level of Service (LOS)	D	F	C	E	F	F	D	D	D	D	C	C
Approach Delay, s/veh / LOS	82.2	F		80.1	F		40.2	D		40.2	D	
Intersection Delay, s/veh / LOS	66.6						E					



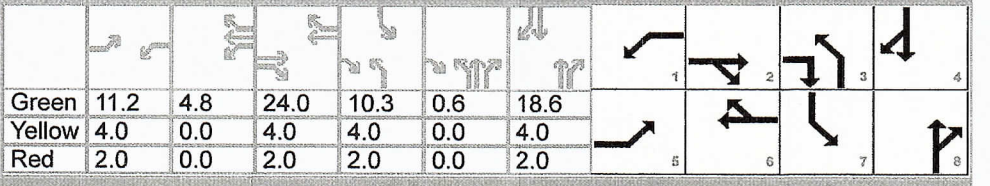
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 AM With Project	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.AM.with pr...		
Project Description	Ft. Pierce Commerce Center - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	93	901	139	262	857	132	290	455	95	145	188	138

Signal Information			
Cycle, s	93.5	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	11.2	4.8		24.0	10.3	0.6	18.6					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	2.0	4.0	2.0	4.0	2.0	4.0
Phase Duration, s	17.2	30.0	22.0	34.8	16.8	25.2	16.3	24.6
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (MAH), s	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1
Queue Clearance Time (g_s), s	4.5	26.0	17.3	30.8	10.6	17.2	10.3	11.0
Green Extension Time (g_e), s	0.2	0.0	0.0	0.0	0.3	2.0	0.1	2.0
Phase Call Probability	0.94	1.00	1.00	1.00	1.00	1.00	0.99	1.00
Max Out Probability	0.00	1.00	1.00	1.00	0.75	0.00	1.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	106	1024	158	298	605	518	330	321	304	165	194	177
Adjusted Saturation Flow Rate (s), veh/h/ln	1757	1809	1610	1810	1900	1625	1757	1900	1786	1810	1900	1638
Queue Service Time (g_s), s	2.5	24.0	6.4	15.3	28.8	28.8	8.6	15.1	15.2	8.3	8.5	9.0
Cycle Queue Clearance Time (g_c), s	2.5	24.0	6.4	15.3	28.8	28.8	8.6	15.1	15.2	8.3	8.5	9.0
Green Ratio (g/C)	0.12	0.26	0.37	0.17	0.31	0.31	0.12	0.21	0.21	0.11	0.20	0.20
Capacity (c), veh/h	422	929	600	310	585	500	408	390	367	199	379	326
Volume-to-Capacity Ratio (X)	0.250	1.102	0.263	0.961	1.035	1.036	0.808	0.822	0.829	0.829	0.512	0.541
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	1.9	26.5	4.2	15.2	28.1	25.2	7.0	11.3	10.8	7.8	7.0	6.4
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	37.3	34.7	20.4	38.4	32.4	32.4	40.3	35.5	35.6	40.7	33.4	33.6
Incremental Delay (d_2), s/veh	0.1	61.6	0.1	40.4	46.6	50.0	5.5	1.7	1.9	13.6	0.4	0.5
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	37.4	96.4	20.5	78.8	79.0	82.3	45.8	37.2	37.4	54.3	33.8	34.1
Level of Service (LOS)	D	F	C	E	F	F	D	D	D	D	C	C
Approach Delay, s/veh / LOS	82.2	F		80.1	F		40.2	D		40.2	D	
Intersection Delay, s/veh / LOS	66.6						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.44	B	2.28	B	2.29	B	2.59	C
Bicycle LOS Score / LOS	1.55	B	1.66	B	1.28	A	0.93	A

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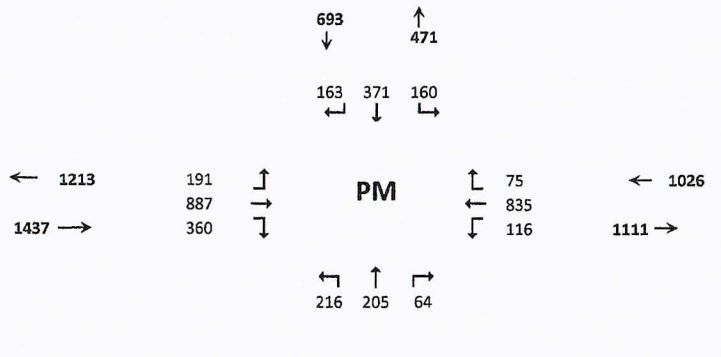
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
FILENAME: Energy and Selvitz
COUNT DATE: 2/18/2020
REPORT DATE: 5.12.2022
DAY: Tuesday
ANALYSIS YEAR: 2023 PM (with project)
E/W STREET: Midway Rd
County #REF!
CONTROL: Signalized

15 Min Period Ianes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	52	57	12	24	55	39	31	186	58	35	173	10	732	2810
4:15-4:30	72	56	17	15	66	27	36	159	44	37	154	16	699	2794
4:30-4:45	48	49	22	20	69	21	52	151	74	26	162	8	702	2855
4:45-5:00	57	40	13	16	73	22	35	157	75	29	144	16	677	2762
5:00-5:15	24	48	7	33	86	23	26	190	85	23	157	14	716	2635
5:15-5:30	49	44	18	13	82	25	41	182	90	34	166	16	760	
5:30-5:45	30	46	6	14	55	22	29	159	64	28	143	13	609	
5:45-6:00	44	42	11	11	53	12	25	122	59	29	129	13	550	



PM PEAK HOUR IS FROM: 4:30 PM TO 5:30PM

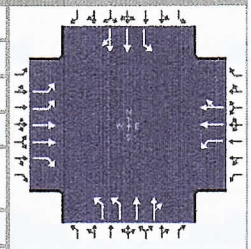
Volumes	178	181	60	82	310	91	154	680	324	112	629	54	2855
Season Factor	178	181	60	82	310	91	154	680	324	112	629	54	2855
Growth	183	186	62	84	319	94	159	701	334	115	648	56	2942
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN	
Percentage	0%	20%	0%	20%	20%	30%	30%	0%	0%	0%	0%	20%	
PROJECT	0	13	0	34	34	52	19	0	0	0	0	13	165
Arcosa %	8%					10%	10%	31%	8%		31%		
Arcosa	3	0	0	0	0	3	2	11	3	0	11	0	
Southern Grove DRI %								0.7%			0.7%		
Southern Grove DRI								18			12		
Western Grove DRI %								1.1%			1.1%		
Western Grove DRI								6			4		
Wilson Grove DRI %								0.7%			0.7%		
Wilson Grove DRI								10			8		
Riverland DRI %								0.6%			0.6%		
Riverland DRI								11			11		
LTC Ranch %	1.4%							6.3%	1.4%		6.3%		
LTC Ranch	8							47	10		37		
Wawa Midway & Selvitz %	15.0%			49.0%	15.0%						31.0%		
Wawa Midway & Selvitz	9			30	9						19		
Village at Midway %	1.0%					1.0%	1.0%	5.0%	1.0%		5.0%		
Village at Midway	2					5	2	23	5		9		
Ravina %			2.0%	6.0%				16.0%		2.0%	16.0%	6.0%	
Ravina			2	5				12		1	7	3	
Willow Lakes %	3.0%					1.0%	1.0%	19.0%	3.0%		19.0%		
Willow Lakes	11					3	4	49	8		69		
Waste Pro		5		2	5	3	3					2	
Trasnit		1		4	3	3	2					2	
Total	216	205	64	160	371	163	191	887	360	116	835	75	3106

Seasonal Factor: 1
Growth Rate: 1.01
Years Grown: 3

	Trips In	Trips Out
Energy and Selvitz	63	172
Arcosa	21	34
Southern Grove DRI	1,748	2,518
Western Grove DRI	628	515
Wilson Grove DRI	1,136	1,410
Riverland DRI	1,774	1,819
LTC Ranch	580	743
Wawa Midway & Selvitz	62	62
Village at Midway	182	456
Ravina	77	44
Willow Lakes	363	259

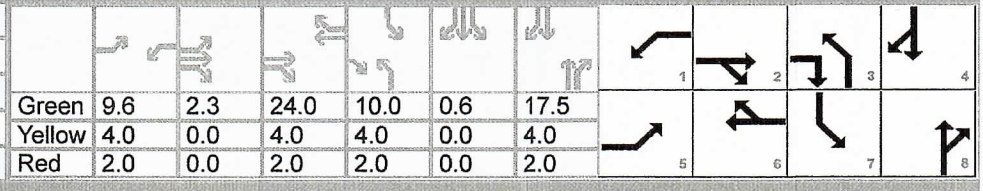
HCS Signalized Intersection Input Data

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 PM With Project	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.PM.with pr...		
Project Description	Ft. Pierce Commerce Center - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	191	887	360	116	835	75	216	205	64	160	371	163

Signal Information			
Cycle, s	88.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	9.6	2.3		24.0	10.0	0.6	17.5					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					

Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	191	887	360	116	835	75	216	205	64	160	371	163
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None		0	L + R	0		None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0		0	0	
Grade (Pg), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	22.0	24.0	16.0	24.0	14.0	60.0	13.0	60.0
Yellow Change Interval (Y), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red Clearance Interval (R_c), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G_{min}), s	12	10	10	10	10	10	10	10
Start-Up Lost Time (l_t), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk ($Walk$), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (PC), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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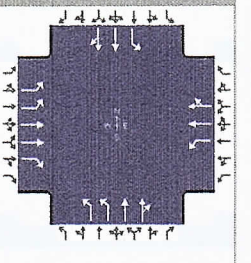
HCS Signalized Intersection Intermediate Values

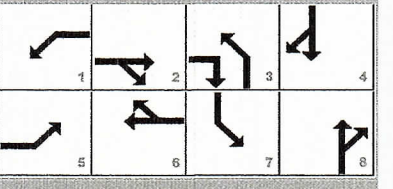
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 PM With Project	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.PM.with pr...		
Project Description	Ft. Pierce Commerce Center - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	191	887	360	116	835	75	216	205	64	160	371	163

Signal Information			
Cycle, s	88.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	9.6	2.3		24.0	10.0	0.6	17.5					
Yellow	4.0	0.0		4.0	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					



Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	0.900	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	0.971	0.952	1.000	1.000	1.000	1.000	0.971	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.872	0.872		0.919	0.919		0.897	0.897
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	3514	3618	1610	1810	3264	293	3514	2796	851	1810	2512	1091
Proportion of Vehicles Arriving on Green (P)	0.14	0.30	0.30	0.11	0.27	0.27	0.11	0.20	0.20	0.12	0.21	0.21
Incremental Delay Factor (k)	0.04	0.44	0.15	0.04	0.50	0.50	0.04	0.04	0.04	0.21	0.04	0.04

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Green Ratio (g/C)	0.14	0.30	0.11	0.27	0.11	0.20	0.12	0.21
Permitted Saturation Flow Rate (s_p), veh/h/ln	0	0	0	0	0	0	0	0
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Service Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s								
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln		1610						
Protected Right Effective Green Time (g_R), s		10.0						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.710	0.000	1.557	0.000	1.557	0.000	1.852	0.000
Pedestrian F_s / F_{delay}	0.000	0.123	0.000	0.126	0.000	0.134	0.000	0.133
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	598.66	21.60	545.51	23.27	396.74	28.27	410.85	27.78
Bicycle F_w / F_v	-3.64	1.35	-3.64	0.96	-3.64	0.45	-3.64	0.65

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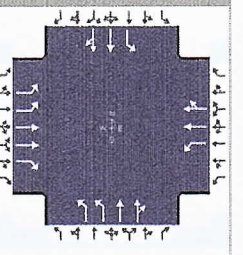
HCS Signalized Intersection Results Graphical Summary

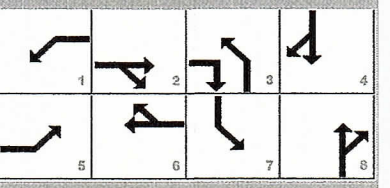
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 PM With Project	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.PM.with pr…		
Project Description	Ft. Pierce Commerce Center - With Project				



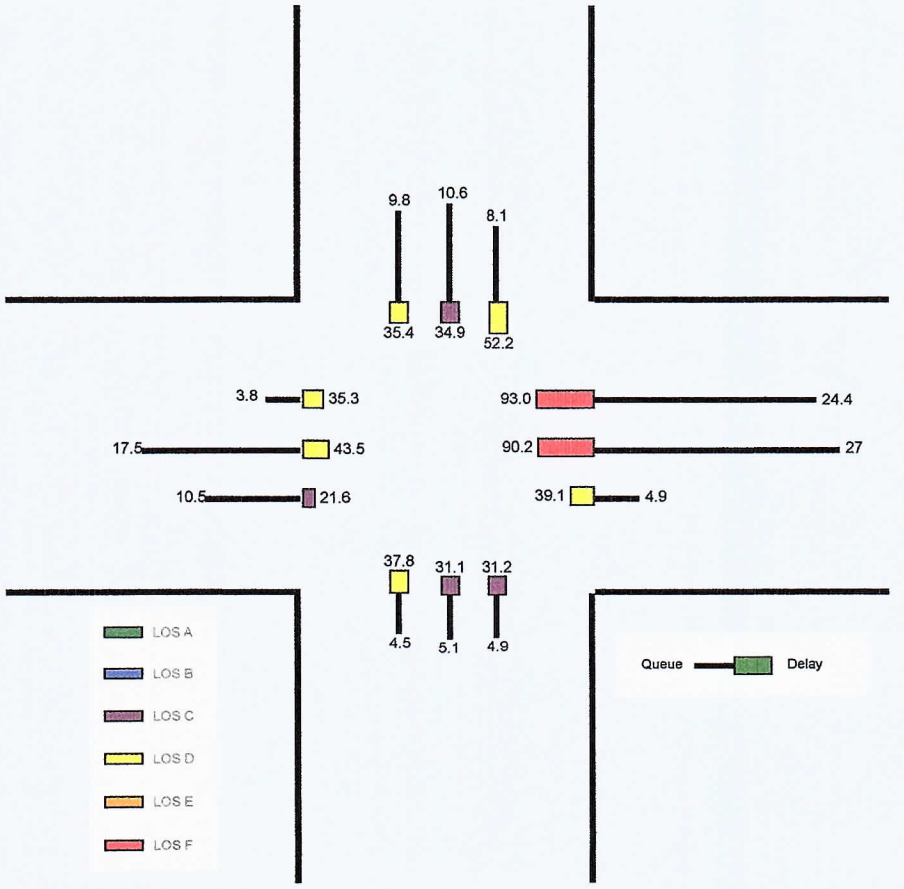
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	191	887	360	116	835	75	216	205	64	160	371	163

Signal Information			
Cycle, s	88.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

	EB			WB			
Green	9.6	2.3		24.0	10.0	0.6	17.5
Yellow	4.0	0.0		4.0	4.0	0.0	4.0
Red	2.0	0.0		2.0	2.0	0.0	2.0

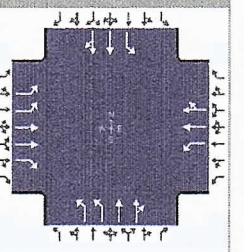


Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	3.8	17.5	10.5	4.9	27.0	24.4	4.5	5.1	4.9	8.1	10.6	9.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Control Delay (*d*), s/veh	35.3	43.5	21.6	39.1	90.2	93.0	37.8	31.1	31.2	52.2	34.9	35.4
Level of Service (LOS)	D	D	C	D	F	F	D	C	C	D	C	D
Approach Delay, s/veh / LOS	37.0	D		85.6	F		34.1	C		39.1	D	
Intersection Delay, s/veh / LOS	50.7						D					



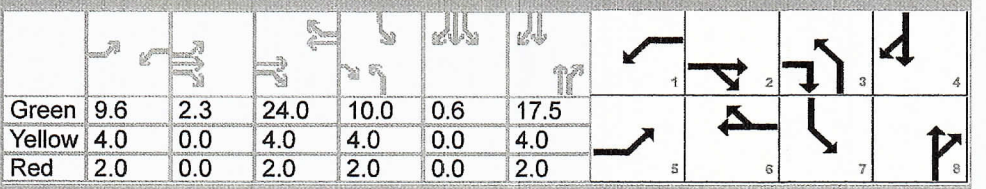
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.88
Urban Street	Midway Rd	Analysis Year	2023 PM With Project	Analysis Period	1> 7:00
Intersection	Selvitz and Midway	File Name	Ft Pierce Commerce - Midway Selvitz.PM.with pr...		
Project Description	Ft. Pierce Commerce Center - With Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	191	887	360	116	835	75	216	205	64	160	371	163

Signal Information			
Cycle, s	88.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB		WB			NB		
Green	9.6	2.3	24.0	10.0	0.6	17.5		
Yellow	4.0	0.0	4.0	4.0	0.0	4.0		
Red	2.0	0.0	2.0	2.0	0.0	2.0		

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	2.0	4.0	2.0	4.0	2.0	4.0
Phase Duration, s	17.9	32.3	15.6	30.0	16.0	23.5	16.6	24.1
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1
Queue Clearance Time (g_s), s	7.0	25.8	8.2	26.0	7.9	8.6	10.6	16.3
Green Extension Time (g_e), s	0.4	0.0	0.1	0.0	0.3	1.8	0.1	1.8
Phase Call Probability	1.00	1.00	0.96	1.00	1.00	1.00	0.99	1.00
Max Out Probability	0.00	1.00	0.00	1.00	0.04	0.00	1.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	217	1008	409	132	552	482	245	156	149	182	318	289
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1757	1809	1610	1810	1900	1657	1757	1900	1747	1810	1900	1704
Queue Service Time (g_s), s	5.0	23.8	17.6	6.2	24.0	24.0	5.9	6.3	6.6	8.6	14.0	14.3
Cycle Queue Clearance Time (g_c), s	5.0	23.8	17.6	6.2	24.0	24.0	5.9	6.3	6.6	8.6	14.0	14.3
Green Ratio (*g/C*)	0.14	0.30	0.41	0.11	0.27	0.27	0.11	0.20	0.20	0.12	0.21	0.21
Capacity (*c*), veh/h	477	1083	664	197	518	452	398	377	347	218	390	350
Volume-to-Capacity Ratio (*X*)	0.455	0.931	0.616	0.668	1.066	1.066	0.616	0.415	0.431	0.834	0.814	0.826
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	3.8	17.5	10.5	4.9	27.0	24.4	4.5	5.1	4.9	8.1	10.6	9.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	35.0	29.9	20.3	37.7	32.0	32.0	37.2	30.8	30.9	37.8	33.4	33.5
Incremental Delay (d_2), s/veh	0.3	13.6	1.3	1.5	58.2	61.0	0.6	0.3	0.3	14.4	1.6	1.9
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	35.3	43.5	21.6	39.1	90.2	93.0	37.8	31.1	31.2	52.2	34.9	35.4
Level of Service (LOS)	D	D	C	D	F	F	D	C	C	D	C	D
Approach Delay, s/veh / LOS	37.0	D		85.6	F		34.1	C		39.1	D	
Intersection Delay, s/veh / LOS	50.7						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.43	B	2.28	B	2.29	B	2.58	C
Bicycle LOS Score / LOS	1.84	B	1.45	A	0.94	A	1.14	A

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St. Lucie County

ECONOLITE

00026 - MIDWAY RD @ SELVITZ RD - - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N-L	S-T	E-L	W-T	S-L	N-T	W-L	E-T	N	N	N	N	N	N	N	N
Min Green	10	10	12	10	10	10	10	10	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	24	0	26	0	26	0	29	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	3.0	5.0	5.0	5.0	3.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	14	60	22	24	13	60	16	24	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

TURNING MOVEMENT VOLUME COUNTS

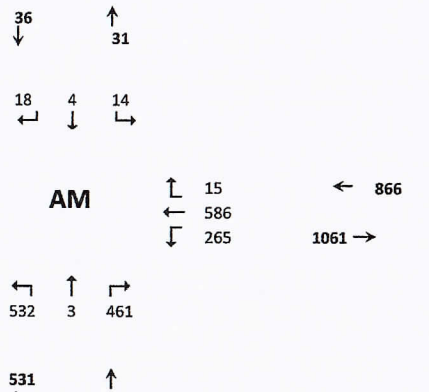
N/S STREET: Torino **E/W STREET:** Midway Road **CONTROL:** Signalized

FILENAME: Fort Pierce Commerce Ctr

COUNT DATE: 2/20/2020 **DAY:** Tuesday **County** SLCo

REPORT DATE: 5/13/2022 **ANALYSIS YEAR:** Existing

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	136	1	126	3	2	1	3	117	52	45	124	5	615	2677
7:15-7:30	103	0	85	1	2	5	4	110	55	64	162	3	594	2623
7:30-7:45	135	1	108	6	0	7	1	161	77	92	145	1	734	2605
7:45-8:00	142	1	128	4	0	4	4	181	70	56	138	6	734	2311
8:00-8:15	110	1	101	2	0	3	8	123	41	49	121	2	561	1969
8:15-8:30	81	0	93	1	0	8	11	134	47	55	143	3	576	
8:30-8:45	82	1	67	3	1	5	4	93	35	48	99	2	440	
8:45-9:00	34	0	57	0	0	3	5	92	52	43	104	2	392	
AM PEAK HOUR IS FROM:			7:00AM TO 8:00AM											
Volumes	516	3	447	14	4	17	12	569	254	257	569	15	2677	
Season Factor	516	3	447	14	4	17	12	569	254	257	569	15	2677	
Growth to 2023	532	3	461	14	4	18	12	586	262	265	586	15	2758	
In/Out		0		0	0	0	0	IN			OUT	0		
Percentage		0%		0%	0%	0%	0%	30%			30%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	3%	0%	40%	0%	0%	0%	0%	0%	3%	40%	0%	0%		
In/Out	OUT		OUT						IN	IN				
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Arcosa *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.8%	0.0%		
In/Out								OUT	0.0%		IN			
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Southern Grove DRI *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	1%	0.0%	0.0%	1.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Western Grove DRI *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Wilson Grove DRI *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out								OUT		IN	IN			
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Riverland DRI *
%	4.0%	18.0%	26.0%	0.0%	18.0%	0.0%	0.0%	0.0%	4.0%	26.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Wawa Midway & Selvitz
%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	9%	1.0%	0.0%	9.0%	0.0%		
In/Out	IN							OUT	OUT		IN			
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Village at Midway *
%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%		
In/Out			OUT						IN					
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Ravina
%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	23%	2.0%	0.0%	23.0%	0.0%		
In/Out	IN							OUT	OUT		IN			
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Willow Lakes *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	17.0%	0.0%	0.0%	17.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	LTC Ranch *
%	0.0%	10.0%	18.0%	0.0%	10.0%	3.0%	13.0%	52.0%	0.0%	13.0%	52.0%	0.0%		
In/Out		OUT	OUT		IN	IN	OUT	OUT		IN	IN	OUT		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	532	3	461	14	4	18	12	586	262	265	586	15	2758	



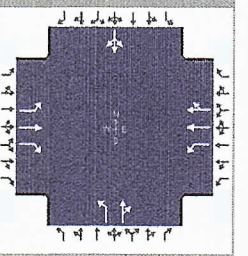
Seasonal Factor: 1
Growth Rate to 2021: 1.01
Growth Rate from 2020 to 2023: 1.01
Years Grown: 3

	Trips In	Trips Out
Project	0	0

* Trips represent 25% of total.

HCS Signalized Intersection Input Data

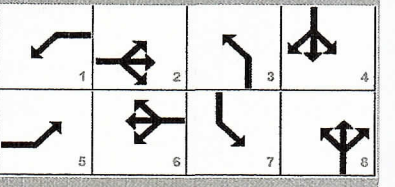
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	AM Existing	PHF	0.92
Urban Street	Midway	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM Existing.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	586	262	265	586	15	532	3	461	14	5	18

Signal Information			
Cycle, s	151.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.5	10.0	53.0	40.0	5.5	0.0	
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	
Red	3.0	3.0	3.0	3.0	3.0	0.0	



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	586	262	265	586	15	532	3	461	14	5	18
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None			None			None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0			0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0			12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0			0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	15.0	60.0	35.0	60.0	40.0	40.0	15.0	10.0
Yellow Change Interval (*Y*), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Red Clearance Interval (R_c), s	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Minimum Green (G_{min}), s	6	7	7	7	7	7	6	6
Start-Up Lost Time (*lt*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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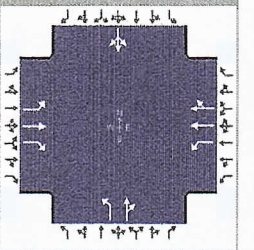
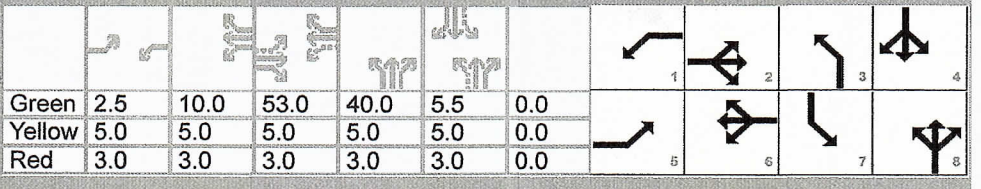
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	AM Existing	PHF	0.92
Urban Street	Midway	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM Existing.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	12	586	262	265	586	15	532	3	461	14	5	18

Signal Information			
Cycle, s	151.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	2.5	10.0	53.0	40.0	5.5	0.0						
Yellow	5.0	5.0	5.0	5.0	5.0	0.0						
Red	3.0	3.0	3.0	3.0	3.0	0.0						

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.031	0.031	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.991	0.991		0.848	0.848		0.000	0.000
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	1810	1900	1610	1810	3689	94	1810	10	1601	23	8	29
Proportion of Vehicles Arriving on Green (P)	0.02	0.35	0.35	0.14	0.47	0.47	0.26	0.35	0.35	0.04	0.04	0.04
Incremental Delay Factor (k)	0.04	0.36	0.04	0.13	0.04	0.04	0.50	0.39			0.09	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	8.0	8.0	8.0	8.0	8.0	8.0		8.0
Green Ratio (g/C)	0.37	0.35	0.50	0.47	0.31	0.35	0.00	0.04
Permitted Saturation Flow Rate (s_p), veh/h/ln	792	0	804	0	1408	0	0	909
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								0
Permitted Effective Green Time (g_p), s	53.0	0.0	55.0	0.0	7.5	0.0	0.0	4.0
Permitted Service Time (g_u), s	52.3	0.0	3.6	0.0	2.1	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s	0.0		3.6		2.1			0.0
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Queue Service Time Before Blockage (g_{fs}), s								0.1
Protected Right Saturation Flow (s_R), veh/h/ln		0						
Protected Right Effective Green Time (g_R), s		0.0						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.972	0.000	1.389	0.000	1.557	0.000
Pedestrian F_s / F_{delay}	0.000	0.139	0.000	0.122	0.000	0.138	0.000	0.170
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	701.80	31.83	940.18	21.22	708.64	31.50	73.31	70.11
Bicycle F_w / F_v	-3.64	1.54	-3.64	0.78	-3.64	1.79	-3.64	0.07

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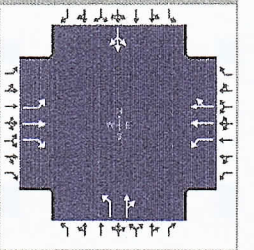
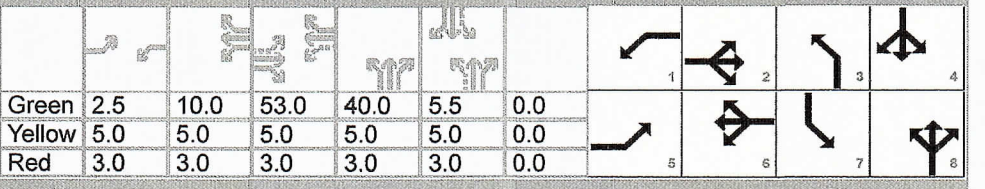
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	AM Existing	PHF	0.92
Urban Street	Midway	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM Existing.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



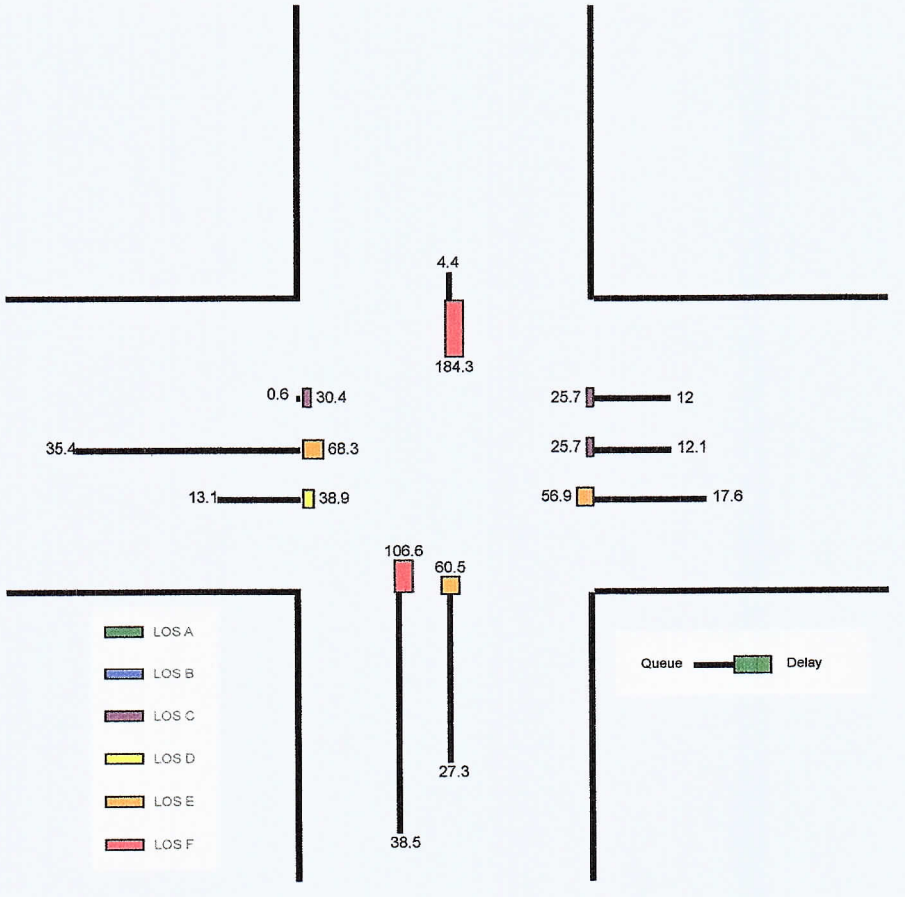
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	586	262	265	586	15	532	3	461	14	5	18

Signal Information			
Cycle, s	151.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	2.5	10.0	53.0	40.0	5.5	0.0						
Yellow	5.0	5.0	5.0	5.0	5.0	0.0						
Red	3.0	3.0	3.0	3.0	3.0	0.0						

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.6	35.4	13.1	17.6	12.1	12.0	38.5	27.3			4.4	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Control Delay (*d*), s/veh	30.4	68.3	38.9	56.9	25.7	25.7	106.6	60.5			184.3	
Level of Service (LOS)	C	E	D	E	C	C	F	E			F	
Approach Delay, s/veh / LOS	58.8	E		35.3	D		85.1	F		184.3	F	
Intersection Delay, s/veh / LOS	62.6						E					



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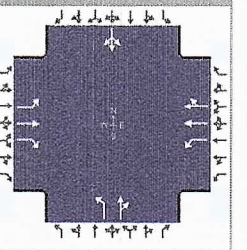
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	AM Existing	PHF	0.92
Urban Street	Midway	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM Existing.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	586	262	265	586	15	532	3	461	14	5	18

Signal Information			
Cycle, s	151.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.5	10.0	53.0	40.0	5.5	0.0	1	2	3	4		
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	5	6	7	8		
Red	3.0	3.0	3.0	3.0	3.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	1.1	3.0	1.1	4.0	1.1	4.0	0.0	14.0
Phase Duration, s	10.5	61.0	28.5	79.0	48.0	61.5	0.0	13.5
Change Period, ($Y+R_c$), s	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.4	0.0	3.4
Queue Clearance Time (g_s), s	2.7	51.5	20.1	18.7	42.0	46.4		5.5
Green Extension Time (g_e), s	0.0	1.6	0.5	3.4	0.0	0.0	0.0	0.0
Phase Call Probability	0.42	1.00	1.00	1.00	1.00	1.00		1.00
Max Out Probability	0.00	0.33	0.00	0.00	1.00	1.00		0.58

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	13	637	285	288	328	325	578	504			40	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1900	1610	1810	1900	1883	1810	1612			60	
Queue Service Time (g_s), s	0.7	49.5	21.1	18.1	16.7	16.7	40.0	44.4			3.5	
Cycle Queue Clearance Time (g_c), s	0.7	49.5	21.1	18.1	16.7	16.7	40.0	44.4			3.5	
Green Ratio (*g/C*)	0.37	0.35	0.35	0.50	0.47	0.47	0.31	0.35			0.04	
Capacity (*c*), veh/h	352	667	565	313	893	885	546	571			35	
Volume-to-Capacity Ratio (*X*)	0.037	0.955	0.504	0.921	0.367	0.368	1.059	0.883			1.145	
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.6	35.4	13.1	17.6	12.1	12.0	38.5	27.3			4.4	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Uniform Delay (d_1), s/veh	30.4	47.9	38.7	44.5	25.6	25.6	51.3	45.8			75.2	
Incremental Delay (d_2), s/veh	0.0	20.4	0.3	12.5	0.1	0.1	55.2	14.6			109.1	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	
Control Delay (*d*), s/veh	30.4	68.3	38.9	56.9	25.7	25.7	106.6	60.5			184.3	
Level of Service (LOS)	C	E	D	E	C	C	F	E			F	
Approach Delay, s/veh / LOS	58.8	E		35.3	D		85.1	F		184.3	F	
Intersection Delay, s/veh / LOS	62.6						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.94	B	1.69	B	2.13	B	2.33	B
Bicycle LOS Score / LOS	2.03	B	1.26	A	2.27	B	0.55	A

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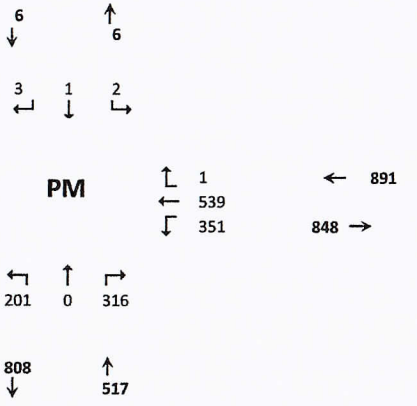
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Torino
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 2/20/2022
REPORT DATE: 5/13/2022
DAY: Tuesday
ANALYSIS YEAR: Existing
E/W STREET: Midway Road
County slco
CONTROL: Signalized

	Northbound			Southbound			Eastbound			Westbound				
15 Min Period lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	50	1	59	0	2	0	1	143	71	58	98	0	483	2137
4:15-4:30	41	0	76	0	1	0	0	92	95	106	183	1	595	2230
4:30-4:45	54	0	76	0	1	3	1	117	69	63	128	0	512	2303
4:45-5:00	53	0	66	0	0	0	1	141	103	85	98	0	547	2334
5:00-5:15	43	0	63	0	1	2	3	94	98	86	185	1	576	2280
5:15-5:30	57	0	107	0	0	0	1	153	137	89	124	0	668	
5:30-5:45	42	0	71	2	0	1	0	126	104	81	116	0	543	
5:45-6:00	61	1	74	0	0	0	1	107	82	70	95	2	493	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM											
Volumes	195	0	307	2	1	3	5	514	442	341	523	1	2334	
Season Factor	195	0	307	2	1	3	5	514	442	341	523	1	2334	
Growth to 2021	195	0	307	2	1	3	5	514	442	341	523	1	2334	
Growth to 2026	201	0	316	2	1	3	5	530	455	351	539	1	2405	
In/Out	0	0	0	0	0	0	0	IN	0	0	OUT	0		
Percentage	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	3%	0%	40%	0%	0%	0%	0%	0%	3%	40%	0%	0.0%		
In/Out	OUT	0%	OUT	0%	0%	0%	0%	0%	IN	IN	0%	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Arcosa *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.8%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Southern Grove DRI *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%	0.0%	0.0%	1.0%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Western Grove DRI *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Wilson Grove DRI *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	IN	IN	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Riverland DRI *
%	4.0%	18.0%	26.0%	0.0%	18.0%	0.0%	0.0%	0.0%	4.0%	26.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT	0.0%	IN	0.0%	0.0%	0.0%	IN	IN	0.0%	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Wawa Midway & Selvitz
%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.0%	1.0%	0.0%	9.0%	0.0%		
In/Out	IN	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	OUT	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Village at Midway *
%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%		
In/Out	0.0%	0.0%	OUT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	IN	0.0%	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Ravina
%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	23.0%	2.0%	0.0%	23.0%	0.0%		
In/Out	IN	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	OUT	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Willow Lakes *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	17.0%	0.0%	0.0%	17.0%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	LTC Ranch *
%	0.0%	10.0%	18.0%	0.0%	10.0%	3.0%	13.0%	52.0%	0.0%	13.0%	52.0%	0.0%		
In/Out		OUT	OUT		IN	IN	OUT	OUT		IN	IN	OUT		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	201	0	316	2	1	3	5	530	455	351	539	1	2405	



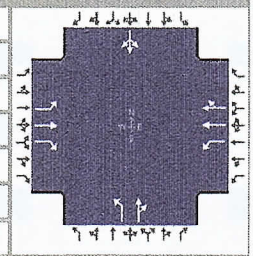
Project	Trips In	Trips Out
	0	0

Arcosa	21	34
Southern Grove DRI	1,748	2,518
Western Grove DRI	628	515
Wilson Grove DRI	1,136	1,410
Riverland DRI	1,774	1,819
LTC Ranch	580	743
Wawa Midway & Selvitz	62	62
Village at Midway	182	456
Ravina	77	44
Willow Lakes	363	259

* Trips represent 25% of total.

HCS Signalized Intersection Input Data

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction		Time Period	PM Existing	PHF	0.87
Urban Street	Midway	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM Existing.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	530	455	351	539	1	201	0	316	2	1	18

Signal Information			
Cycle, s	117.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	1.0	12.8	41.7	16.2	6.0	0.0	1	2	3	4	
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	5	6	7	8	
Red	3.0	3.0	3.0	3.0	3.0	0.0					

Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	530	455	351	539	1	201	0	316	2	1	18
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None			None			None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0			0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0			12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0			0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	15.0	60.0	35.0	60.0	40.0	40.0	15.0	10.0
Yellow Change Interval (*Y*), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Red Clearance Interval (R_c), s	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Minimum Green (G_{min}), s	6	7	7	7	7	7	6	6
Start-Up Lost Time (*lt*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No	0.50		No	0.50		No	0.50		No	0.50	

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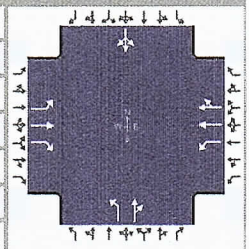
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction		Time Period	PM Existing	PHF	0.87
Urban Street	Midway	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM Existing.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	530	455	351	539	1	201	0	316	2	1	18

Signal Information			
Cycle, s	117.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	1.0	12.8	41.7	16.2	6.0	0.0	1	2	3	4		
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	5	6	7	8		
Red	3.0	3.0	3.0	3.0	3.0	0.0						

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.213	0.213	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.999	0.999		0.847	0.847		0.000	0.000
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	1810	1900	1610	1810	3792	7	1810	0	1610	39	19	347
Proportion of Vehicles Arriving on Green (P)	0.01	0.35	0.35	0.19	0.53	0.53	0.14	0.00	0.26	0.05	0.05	0.05
Incremental Delay Factor (k)	0.04	0.16	0.17	0.16	0.04	0.04	0.04	0.19			0.04	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	8.0	8.0	8.0	8.0	8.0	8.0		8.0
Green Ratio (g/C)	0.36	0.35	0.56	0.53	0.21	0.26	0.00	0.05
Permitted Saturation Flow Rate (s_p), veh/h/ln	816	0	825	0	1412	0	0	1035
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								0
Permitted Effective Green Time (g_p), s	41.8	0.0	43.8	0.0	8.0	0.0	0.0	4.0
Permitted Service Time (g_u), s	42.3	0.0	5.8	0.0	4.3	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s	0.0		5.8		0.7			0.0
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.4
Queue Service Time Before Blockage (g_{fs}), s								1.4
Protected Right Saturation Flow (s_R), veh/h/ln		0						
Protected Right Effective Green Time (g_R), s		0.0						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.972	0.000	1.389	0.000	1.557	0.000
Pedestrian F_s / F_{delay}	0.000	0.128	0.000	0.103	0.000	0.140	0.000	0.159
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	707.72	24.59	1061.45	12.97	513.36	32.54	101.93	53.04
Bicycle F_w / F_v	-3.64	1.88	-3.64	0.84	-3.64	0.98	-3.64	0.04

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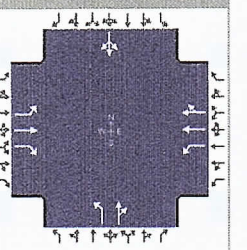
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction		Time Period	PM Existing	PHF	0.87
Urban Street	Midway	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM Existing.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				

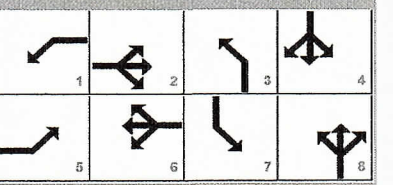


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	530	455	351	539	1	201	0	316	2	1	18

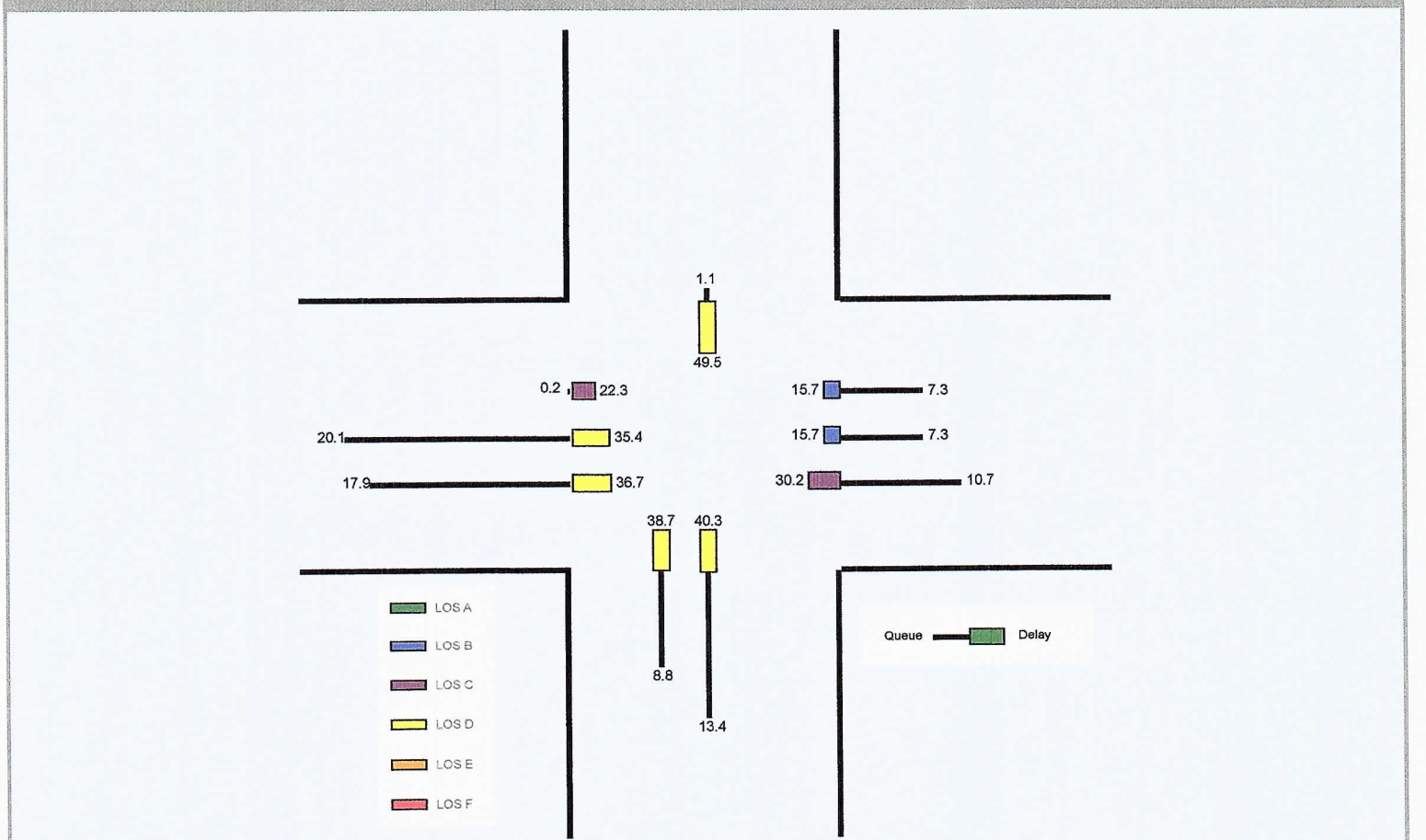
Signal Information			
Cycle, s	117.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	1.0	12.8	41.7	16.2	6.0	0.0
Yellow	5.0	5.0	5.0	5.0	5.0	0.0
Red	3.0	3.0	3.0	3.0	3.0	0.0



Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.2	24.4	21.9	18.6	8.1	8.1	10.2	16.6			1.3	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Control Delay (*d*), s/veh	24.1	43.3	45.9	42.8	15.6	15.6	43.5	52.4			56.4	
Level of Service (LOS)	C	D	D	D	B	B	D	D			E	
Approach Delay, s/veh / LOS	44.4	D		26.3	C		48.9	D		56.4	E	
Intersection Delay, s/veh / LOS	38.8						D					



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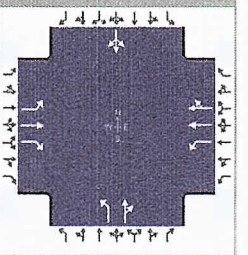
HCS Signalized Intersection Results Summary

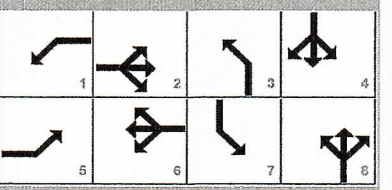
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction		Time Period	PM Existing	PHF	0.87
Urban Street	Midway	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM Existing.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	530	455	351	539	1	201	0	316	2	1	18

Signal Information			
Cycle, s	117.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	1.0	12.8	41.7	16.2	6.0	0.0						
Yellow	5.0	5.0	5.0	5.0	5.0	0.0						
Red	3.0	3.0	3.0	3.0	3.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	1.1	3.0	1.1	4.0	1.1	4.0	0.0	14.0
Phase Duration, s	9.0	49.7	29.9	70.5	24.2	38.2	0.0	14.0
Change Period, ($Y+R_c$), s	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.4	0.0	3.4
Queue Clearance Time (g_s), s	2.2	38.7	21.1	12.8	15.7	27.6		3.7
Green Extension Time (g_e), s	0.0	2.8	0.7	4.1	0.4	0.8	0.0	0.5
Phase Call Probability	0.17	1.00	1.00	1.00	1.00	1.00		1.00
Max Out Probability	0.00	0.05	0.00	0.00	0.00	0.00		0.16

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	6	609	523	403	310	310	231	363			24	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1900	1610	1810	1900	1899	1810	1610			405	
Queue Service Time (g_s), s	0.2	36.0	36.7	19.1	10.8	10.8	13.7	25.6			1.7	
Cycle Queue Clearance Time (g_c), s	0.2	36.0	36.7	19.1	10.8	10.8	13.7	25.6			1.7	
Green Ratio (*g/C*)	0.36	0.35	0.35	0.56	0.53	0.53	0.21	0.26			0.05	
Capacity (*c*), veh/h	366	673	570	438	1009	1009	363	413			57	
Volume-to-Capacity Ratio (*X*)	0.016	0.905	0.917	0.921	0.308	0.308	0.637	0.879			0.424	
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	0.2	24.4	21.9	18.6	8.1	8.1	10.2	16.6			1.3	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Uniform Delay (d_1), s/veh	24.0	36.3	36.5	31.1	15.5	15.5	42.8	42.1			54.6	
Incremental Delay (d_2), s/veh	0.0	7.1	9.4	11.7	0.1	0.1	0.7	10.2			1.9	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	
Control Delay (*d*), s/veh	24.1	43.3	45.9	42.8	15.6	15.6	43.5	52.4			56.4	
Level of Service (LOS)	C	D	D	D	B	B	D	D			E	
Approach Delay, s/veh / LOS	44.4	D		26.3	C		48.9	D		56.4	E	
Intersection Delay, s/veh / LOS	38.8						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.93	B	1.67	B	2.13	B	2.32	B
Bicycle LOS Score / LOS	2.37	B	1.33	A	1.47	A	0.53	A

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TURNING MOVEMENT VOLUME COUNTS

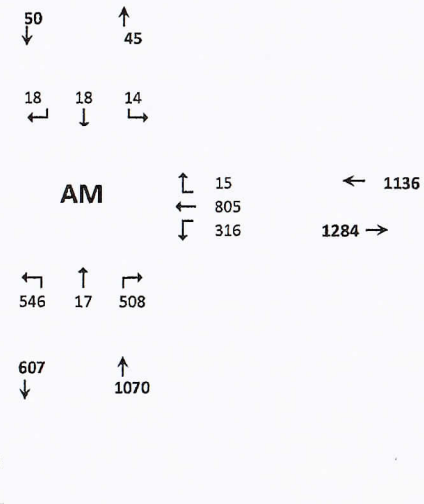
N/S STREET: Torino **E/W STREET:** Midway Road **CONTROL:** Signalized

FILENAME: Fort Pierce Commerce Ctr

COUNT DATE: 2/20/2020 **DAY:** Tuesday **County** SLCo

REPORT DATE: 5/13/2022 **ANALYSIS YEAR:** 2023 AM without project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	136	1	126	3	2	1	3	117	52	45	124	5	615	2677
7:15-7:30	103	0	85	1	2	5	4	110	55	64	162	3	594	2623
7:30-7:45	135	1	108	6	0	7	1	161	77	92	145	1	734	2605
7:45-8:00	142	1	128	4	0	4	4	181	70	56	138	6	734	2311
8:00-8:15	110	1	101	2	0	3	8	123	41	49	121	2	561	1969
8:15-8:30	81	0	93	1	0	8	11	134	47	55	143	3	576	
8:30-8:45	82	1	67	3	1	5	4	93	35	48	99	2	440	
8:45-9:00	34	0	57	0	0	3	5	92	52	43	104	2	392	
AM PEAK HOUR IS FROM:			7:00AM TO 8:00AM											
Volumes	516	3	447	14	4	17	12	569	254	257	569	15	2677	
Season Factor	516	3	447	14	4	17	12	569	254	257	569	15	2677	
Growth to 2023	532	3	461	14	4	18	12	586	262	265	586	15	2758	
In/Out		0		0	0	0	0	IN			OUT	0		
Percentage		0%		0%	0%	0%	0%	30%			30%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	3%	0%	40%	0%	0%	0%	0%	0%	3%	40%	0%	0%		
In/Out	OUT		OUT						IN	IN				
Volume	0	0	6	0	0	0	0	0	2	24	0	0	0	Arcosa *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.8%	0.0%		
In/Out								OUT	0.0%		IN			
Volume	0	0	0	0	0	0	0	10	0	0	12	0	0	Southern Grove DRI *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	1%	0.0%	0.0%	1.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	5	0	0	3	0	0	Western Grove DRI *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	7	0	0	7	0	0	Wilson Grove DRI *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out								OUT		IN	IN			
Volume	0	0	0	0	0	0	0	10	0	0	8	0	0	Riverland DRI *
%	4.0%	18.0%	26.0%	0.0%	18.0%	0.0%	0.0%	0.0%	4.0%	26.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	3	14	20	0	14	0	0	0	3	21	0	0	0	Wawa Midway & Selvitz
%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	9%	1.0%	0.0%	9.0%	0.0%		
In/Out	IN							OUT	OUT		IN			
Volume	4	0	0	0	0	0	0	14	2	0	33	0	0	Village at Midway *
%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%		
In/Out			OUT							IN				
Volume	0	0	20	0	0	0	0	0	0	7	0	0	0	Ravina
%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	23%	2.0%	0.0%	23.0%	0.0%		
In/Out	IN							OUT	OUT		IN			
Volume	7	0	0	0	0	0	0	61	5	0	78	0	0	Willow Lakes *
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	17.0%	0.0%	0.0%	17.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	69	0	0	78	0	0	LTC Ranch *
%	0.0%	10.0%	18.0%	0.0%	10.0%	3.0%	13.0%	52.0%	0.0%	13.0%	52.0%	0.0%		
In/Out		OUT	OUT		IN	IN	OUT	OUT		IN	IN	OUT		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	14	14	47	0	14	0	0	176	12	51	219	0	0	
Total	546	17	508	14	18	18	12	762	273	316	805	15	2758	



Seasonal Factor: 1
Growth Rate to 2021: 1.01
Growth Rate to 2023: 1.01
Years Grown: 3

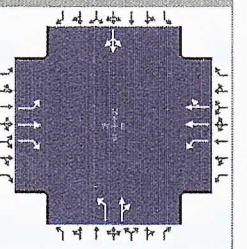
Project	Trips In	Trips Out
Project	0	0

	Trips In	Trips Out
Arcosa *	59	16
Southern Grove DRI *	1,555	1,308
Western Grove DRI *	338	534
Wilson Grove DRI *	969	952
Riverland DRI *	1,198	1,392
Wawa Midway & Selvitz	79	78
Village at Midway *	363	151
Ravina	22	68
Willow Lakes *	339	266
LTC Ranch *	456	406

* Trips represent 25% of total.

HCS Signalized Intersection Input Data

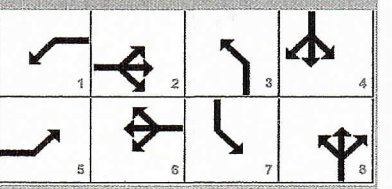
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCo	Time Period	AM Without Project	PHF	0.92
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM without project....		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	762	273	316	805	15	546	17	508	14	18	18

Signal Information			
Cycle, s	169.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

	EB			WB								
Green	2.8	19.3		60.0	40.0	7.2	0.0					
Yellow	5.0	5.0		5.0	5.0	5.0	0.0					
Red	3.0	3.0		3.0	3.0	3.0	0.0					



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	762	273	316	805	15	546	17	508	14	18	18
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None		0	L			None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0			0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0			12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0			0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	15.0	60.0	35.0	60.0	40.0	40.0	15.0	10.0
Yellow Change Interval (*Y*), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Red Clearance Interval (R_c), s	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Minimum Green (G_{min}), s	6	7	7	7	7	7	6	6
Start-Up Lost Time (*l1*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No	0.50		No	0.50		No	0.50		No	0.50	

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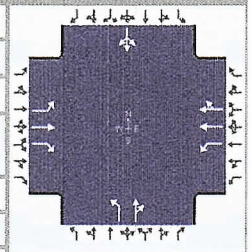
HCS Signalized Intersection Intermediate Values

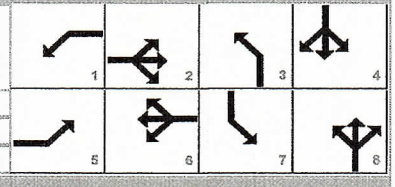
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCo	Time Period	AM Without Project	PHF	0.92
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM without project....		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	12	762	273	316	805	15	546	17	508	14	18	18

Signal Information			
Cycle, s	169.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.8	19.3	60.0	40.0	7.2	0.0						
Yellow	5.0	5.0	5.0	5.0	5.0	0.0						
Red	3.0	3.0	3.0	3.0	3.0	0.0						



Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.013	0.013	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.993	0.993		0.852	0.852		0.000	0.000
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	1810	1900	1610	1810	3718	69	1810	52	1566	7	9	9
Proportion of Vehicles Arriving on Green (P)	0.02	0.35	0.35	0.18	0.52	0.52	0.24	0.33	0.33	0.04	0.04	0.04
Incremental Delay Factor (k)	0.04	0.50	0.06	0.34	0.04	0.04	0.50	0.50			0.50	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	8.0	8.0	8.0	8.0	8.0	8.0		8.0
Green Ratio (g/C)	0.37	0.35	0.54	0.52	0.29	0.33	0.00	0.04
Permitted Saturation Flow Rate (s_p), veh/h/ln	634	0	672	0	1390	0	0	855
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								0
Permitted Effective Green Time (g_p), s	60.0	0.0	62.0	0.0	9.2	0.0	0.0	4.0
Permitted Service Time (g_u), s	60.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s	0.0		0.0		2.0			0.0
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								0.0
Protected Right Saturation Flow (s_R), veh/h/ln		0						
Protected Right Effective Green Time (g_R), s		0.0						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.972	0.000	1.389	0.000	1.557	0.000
Pedestrian F_s / F_{delay}	0.000	0.143	0.000	0.120	0.000	0.146	0.000	0.174
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	708.95	35.27	1031.61	19.84	652.29	38.43	85.14	77.58
Bicycle F_w / F_v	-3.64	1.88	-3.64	1.02	-3.64	1.92	-3.64	0.09

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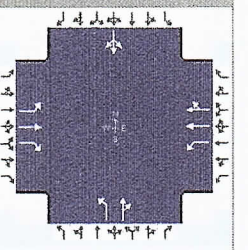
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCo	Time Period	AM Without Project	PHF	0.92
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM without project....		
Project Description	Ft Pierce CC (Energy Selvitz)				

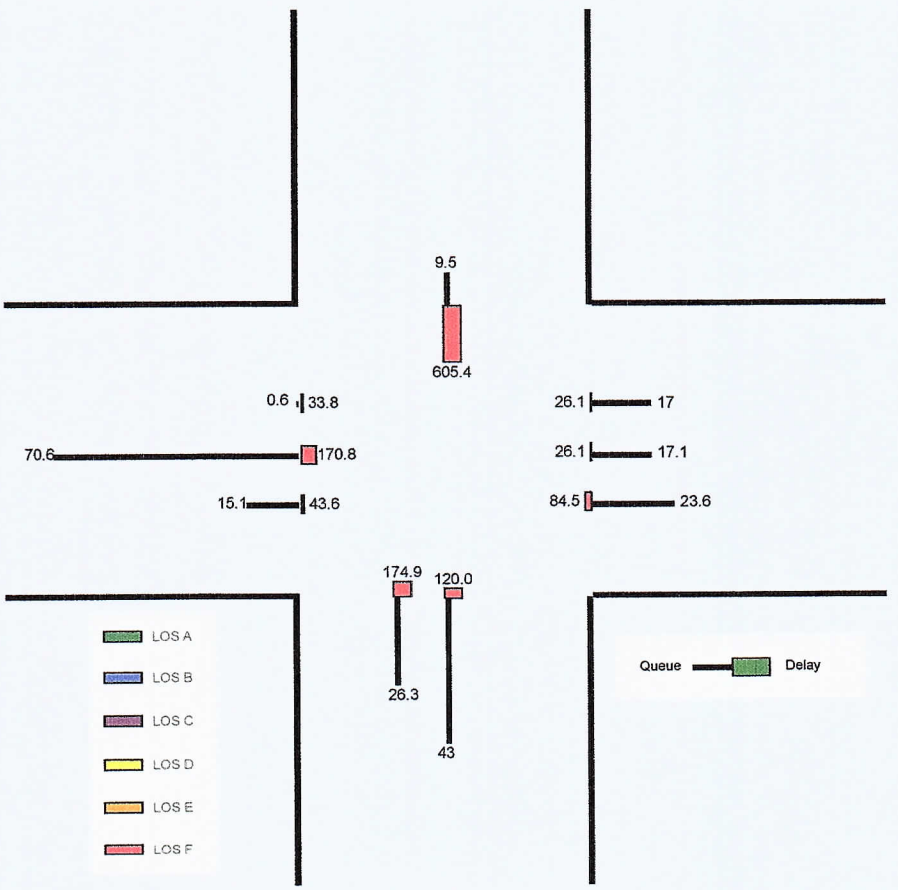


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	762	273	316	805	15	546	17	508	14	18	18

Signal Information			
Cycle, s	169.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

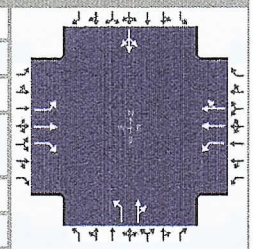
Green	2.8	19.3	60.0	40.0	7.2	0.0	1	2	3	4		
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	5	6	7	8		
Red	3.0	3.0	3.0	3.0	3.0	0.0						

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.6	70.6	15.1	23.6	17.1	17.0	26.3	43.0			9.5	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Control Delay (*d*), s/veh	33.8	170.8	43.6	84.5	26.1	26.1	174.9	120.0			605.4	
Level of Service (LOS)	C	F	D	F	C	C	F	F			F	
Approach Delay, s/veh / LOS	136.0	F		42.3	D		148.0	F		605.4	F	
Intersection Delay, s/veh / LOS	114.8						F					



HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCo	Time Period	AM Without Project	PHF	0.92
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM without project....		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	762	273	316	805	15	546	17	508	14	18	18

Signal Information			
Cycle, s	169.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.8	19.3	60.0	40.0	7.2	0.0	1	2	3	4	
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	5	6	7	8	
Red	3.0	3.0	3.0	3.0	3.0	0.0					

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	1.1	3.0	1.1	4.0	1.1	4.0	0.0	14.0
Phase Duration, s	10.8	68.0	38.1	95.3	48.0	63.2	0.0	15.2
Change Period, ($Y+R_c$), s	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.4	0.0	3.4
Queue Clearance Time (g_s), s	2.8	62.0	29.7	27.2	42.0	57.2		7.2
Green Extension Time (g_e), s	0.0	0.0	0.4	4.9	0.0	0.0	0.0	0.0
Phase Call Probability	0.46	1.00	1.00	1.00	1.00	1.00		1.00
Max Out Probability	0.00	1.00	0.19	0.02	1.00	1.00		1.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	13	828	297	343	447	444	593	571			54	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1900	1610	1810	1900	1888	1810	1618			24	
Queue Service Time (g_s), s	0.8	60.0	24.7	27.7	25.2	25.2	40.0	55.2			5.2	
Cycle Queue Clearance Time (g_c), s	0.8	60.0	24.7	27.7	25.2	25.2	40.0	55.2			5.2	
Green Ratio (*g/C*)	0.37	0.35	0.35	0.54	0.52	0.52	0.29	0.33			0.04	
Capacity (*c*), veh/h	297	674	571	364	980	974	487	528			28	
Volume-to-Capacity Ratio (*X*)	0.044	1.230	0.520	0.944	0.456	0.456	1.219	1.081			1.923	
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.6	70.6	15.1	23.6	17.1	17.0	26.3	43.0			9.5	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Uniform Delay (d_1), s/veh	33.8	54.6	43.2	57.4	25.9	25.9	59.0	57.0			84.4	
Incremental Delay (d_2), s/veh	0.0	116.1	0.4	27.1	0.1	0.1	115.9	62.9			521.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	
Control Delay (*d*), s/veh	33.8	170.8	43.6	84.5	26.1	26.1	174.9	120.0			605.4	
Level of Service (LOS)	C	F	D	F	C	C	F	F			F	
Approach Delay, s/veh / LOS	136.0		F	42.3		D	148.0		F	605.4		F
Intersection Delay, s/veh / LOS	114.8						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.94	B	1.69	B	2.13	B	2.33	B
Bicycle LOS Score / LOS	2.37	B	1.51	B	2.41	B	0.58	A

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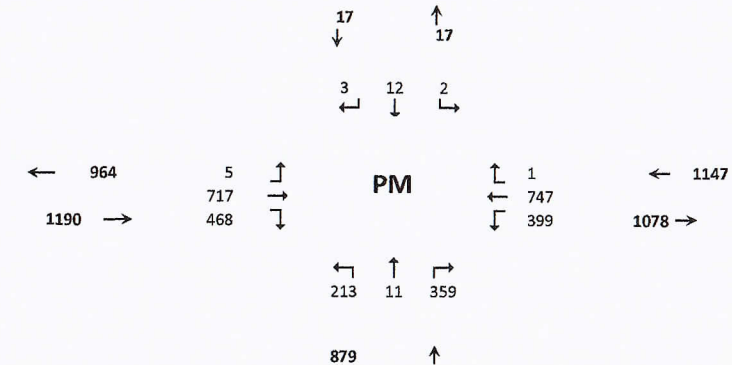
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Torino
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 2/20/2020
REPORT DATE: 5/13/2022
DAY: Tuesday
ANALYSIS YEAR: 2023 PM without project
E/W STREET: Midway Road
County slco
CONTROL: Signalized

15 Min Perlod lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	50	1	59	0	2	0	1	143	71	58	98	0	483	2137
4:15-4:30	41	0	76	0	1	0	0	92	95	106	183	1	595	2230
4:30-4:45	54	0	76	0	1	3	1	117	69	63	128	0	512	2303
4:45-5:00	53	0	66	0	0	0	1	141	103	85	98	0	547	2334
5:00-5:15	43	0	63	0	1	2	3	94	98	86	185	1	576	2280
5:15-5:30	57	0	107	0	0	0	1	153	137	89	124	0	668	
5:30-5:45	42	0	71	2	0	1	0	126	104	81	116	0	543	
5:45-6:00	61	1	74	0	0	0	1	107	82	70	95	2	493	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM											
Volumes	195	0	307	2	1	3	5	514	442	341	523	1	2334	
Season Factor	195	0	307	2	1	3	5	514	442	341	523	1	2334	
Growth to 2023	201	0	316	2	1	3	5	530	455	351	539	1	2405	
In/Out	0	0	0	0	0	0	0	IN	0	0	OUT	0		
Percentage	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	3%	0%	40%	0%	0%	0%	0%	0%	3%	40%	0%	0.0%		
In/Out	OUT	0%	OUT	0%	0%	0%	0%	0%	IN	IN	0%	0.0%		
Volume	1	0	14	0	0	0	0	0	1	8	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.8%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	20	0	0	14	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%	0.0%	0.0%	1.0%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	5	0	0	6	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	10	0	0	8	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	IN	IN	0.0%		
Volume	0	0	0	0	0	0	0	13	0	0	12	0	0	
%	4.0%	18.0%	26.0%	0.0%	18.0%	0.0%	0.0%	0.0%	4.0%	26.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT	0.0%	IN	0.0%	0.0%	0.0%	IN	IN	0.0%	0.0%		
Volume	2	11	16	0	11	0	0	0	2	16	0	0	0	
%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.0%	1.0%	0.0%	9.0%	0.0%		
In/Out	IN	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	OUT	0.0%	IN	0.0%		
Volume	2	0	0	0	0	0	0	41	5	0	16	0	0	
%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%		
In/Out	0.0%	0.0%	OUT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	IN	0.0%	0.0%		
Volume	0	0	13	0	0	0	0	0	0	23	0	0	0	
%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	23.0%	2.0%	0.0%	23.0%	0.0%		
In/Out	IN	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	OUT	0.0%	IN	0.0%		
Volume	7	0	0	0	0	0	0	60	5	0	83	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	17.0%	0.0%	0.0%	17.0%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	39	0	0	68	0	0	
%	0.0%	10.0%	18.0%	0.0%	10.0%	3.0%	13.0%	52.0%	0.0%	13.0%	52.0%	0.0%		
In/Out		OUT	OUT		IN	IN	OUT	OUT		IN	IN	OUT		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	13	11	43	0	11	0	0	187	13	48	208	0	0	
Total	213	11	359	2	12	3	5	717	468	399	747	1	2405	



Project	Trips In	Trips Out
0	0	0
Arcosa *	21	34
Southern Grove DRI *	1,748	2,518
Western Grove DRI *	628	515
Wilson Grove DRI *	1,136	1,410
Riverland DRI *	1,774	1,819
Wawa Midway & Selvitz	62	62
Village at Midway *	182	456
Ravina	77	44
Willow Lakes *	363	259
LTC Ranch *	398	229
0	0	0

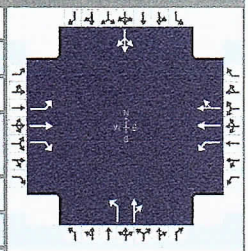
Arcosa	21	34
Southern Grove DRI	1,748	2,518
Western Grove DRI	628	515
Wilson Grove DRI	1,136	1,410
Riverland DRI	1,774	1,819
LTC Ranch	580	743
Wawa Midway & Selvitz	62	62
Village at Midway	182	456
Ravina	77	44
Willow Lakes	363	259

* Trips represent 25% of total.

D-47

HCS Signalized Intersection Input Data

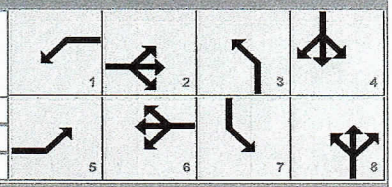
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	PM Without Project	PHF	0.87
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM without project....		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	717	468	399	747	1	213	11	359	2	12	3

Signal Information			
Cycle, s	159.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

	EB			WB			
Green	1.3	25.7	60.0	20.0	12.0	0.0	
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	
Red	3.0	3.0	3.0	3.0	3.0	0.0	



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	717	468	399	747	1	213	11	359	2	12	3
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None			None			None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0			0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0			12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0			0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	15.0	60.0	35.0	60.0	20.0	40.0	15.0	10.0
Yellow Change Interval (*Y*), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Red Clearance Interval (R_c), s	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Minimum Green (G_{min}), s	6	7	7	7	7	7	6	6
Start-Up Lost Time (*l*t), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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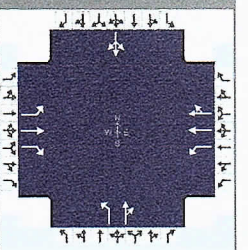
HCS Signalized Intersection Intermediate Values

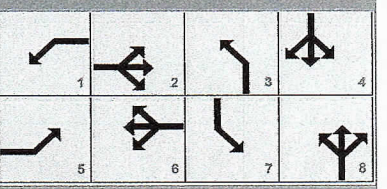
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	PM Without Project	PHF	0.87
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM without project....		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	5	717	468	399	747	1	213	11	359	2	12	3

Signal Information			
Cycle, s	159.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	1.3	25.7	60.0	20.0	12.0	0.0						
Yellow	5.0	5.0	5.0	5.0	5.0	0.0						
Red	3.0	3.0	3.0	3.0	3.0	0.0						



Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.110	0.110	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		1.000	1.000		0.851	0.851		0.000	0.000
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	1810	1900	1610	1810	3794	5	1810	48	1569	25	147	37
Proportion of Vehicles Arriving on Green (P)	0.01	0.38	0.38	0.22	0.59	0.59	0.13	0.25	0.25	0.08	0.08	0.08
Incremental Delay Factor (k)	0.04	0.50	0.39	0.50	0.04	0.04	0.20	0.50			0.04	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	8.0	8.0	8.0	8.0	8.0	8.0		8.0
Green Ratio (g/C)	0.39	0.38	0.61	0.59	0.21	0.25	0.00	0.08
Permitted Saturation Flow Rate (s_p), veh/h/ln	653	0	675	0	1418	0	0	977
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								0
Permitted Effective Green Time (g_p), s	60.0	0.0	62.0	0.0	14.0	0.0	0.0	4.0
Permitted Service Time (g_u), s	60.0	0.0	0.0	0.0	10.4	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s	0.0		0.0		0.7			0.0
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.3
Queue Service Time Before Blockage (g_{fs}), s								0.8
Protected Right Saturation Flow (s_R), veh/h/ln		0						
Protected Right Effective Green Time (g_R), s		0.0						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.972	0.000	1.389	0.000	1.557	0.000
Pedestrian F_s / F_{delay}	0.000	0.137	0.000	0.104	0.000	0.152	0.000	0.169
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	754.71	30.82	1178.03	13.43	503.14	44.53	150.94	67.95
Bicycle F_w / F_v	-3.64	2.26	-3.64	1.09	-3.64	1.11	-3.64	0.03

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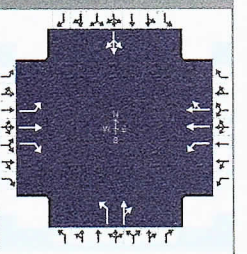
HCS Signalized Intersection Results Graphical Summary

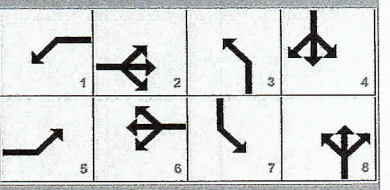
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	PM Without Project	PHF	0.87
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM without project....		
Project Description	Ft Plerce CC (Energy Selvitz)				



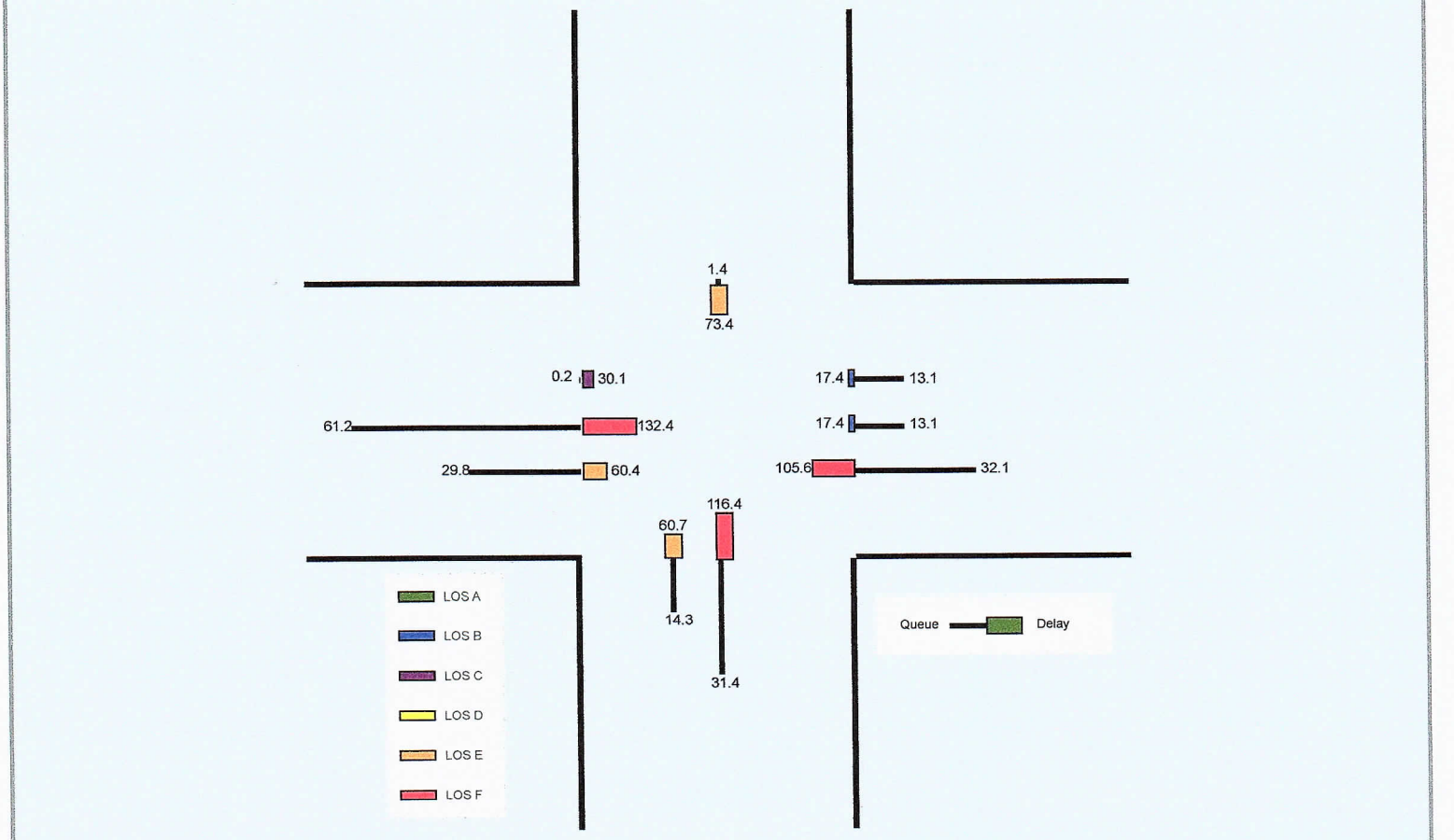
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	717	468	399	747	1	213	11	359	2	12	3

Signal Information			
Cycle, s	159.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	1.3	25.7	60.0	20.0	12.0	0.0	
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	
Red	3.0	3.0	3.0	3.0	3.0	0.0	

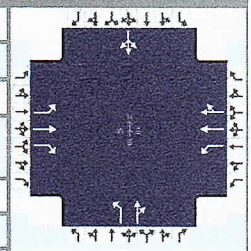


Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.2	61.2	29.8	32.1	13.1	13.1	14.3	31.4			1.4	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Control Delay (*d*), s/veh	30.1	132.4	60.4	105.6	17.4	17.4	60.7	116.4			73.4	
Level of Service (LOS)	C	F	E	F	B	B	E	F			E	
Approach Delay, s/veh / LOS	103.7	F		48.1	D		96.0	F		73.4	E	
Intersection Delay, s/veh / LOS	80.3						F					



HCS Signalized Intersection Results Summary

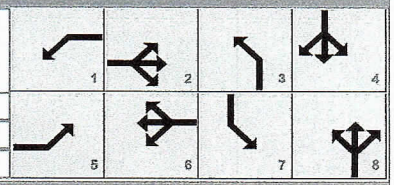
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	PM Without Project	PHF	0.87
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM without project....		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	717	468	399	747	1	213	11	359	2	12	3

Signal Information			
Cycle, s	159.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	1.3	25.7	60.0	20.0	12.0	0.0	
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	
Red	3.0	3.0	3.0	3.0	3.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	1.1	3.0	1.1	4.0	1.1	4.0	0.0	14.0
Phase Duration, s	9.3	68.0	43.0	101.7	28.0	48.0	0.0	20.0
Change Period, (*Y+R c*), s	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.4	0.0	3.4
Queue Clearance Time (*g s*), s	2.3	62.0	37.0	21.1	21.6	42.0		3.6
Green Extension Time (*g e*), s	0.0	0.0	0.0	5.9	0.0	0.0	0.0	0.7
Phase Call Probability	0.22	1.00	1.00	1.00	1.00	1.00		1.00
Max Out Probability	0.00	1.00	1.00	0.02	1.00	1.00		0.17

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	6	824	538	459	430	430	245	425			20	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1900	1610	1810	1900	1899	1810	1618			209	
Queue Service Time (*g s*), s	0.3	60.0	49.7	35.0	19.1	19.1	19.6	40.0			1.6	
Cycle Queue Clearance Time (*g c*), s	0.3	60.0	49.7	35.0	19.1	19.1	19.6	40.0			1.6	
Green Ratio (*g/C*)	0.39	0.38	0.38	0.61	0.59	0.59	0.21	0.25			0.08	
Capacity (*c*), veh/h	307	717	608	444	1119	1119	366	407			42	
Volume-to-Capacity Ratio (*X*)	0.019	1.149	0.885	1.034	0.384	0.384	0.669	1.045			0.470	
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	0.2	61.2	29.8	32.1	13.1	13.1	14.3	31.4			1.4	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Uniform Delay (*d 1*), s/veh	30.1	49.5	46.3	53.9	17.4	17.4	56.9	59.5			70.4	
Incremental Delay (*d 2*), s/veh	0.0	82.9	14.2	51.7	0.1	0.1	3.8	56.9			3.1	
Initial Queue Delay (*d 3*), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	
Control Delay (*d*), s/veh	30.1	132.4	60.4	105.6	17.4	17.4	60.7	116.4			73.4	
Level of Service (LOS)	C	F	E	F	B	B	E	F			E	
Approach Delay, s/veh / LOS	103.7	F		48.1	D		96.0	F		73.4	E	
Intersection Delay, s/veh / LOS	80.3						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.93	B	1.68	B	2.14	B	2.33	B
Bicycle LOS Score / LOS	2.74	C	1.58	B	1.59	B	0.52	A

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TURNING MOVEMENT VOLUME COUNTS

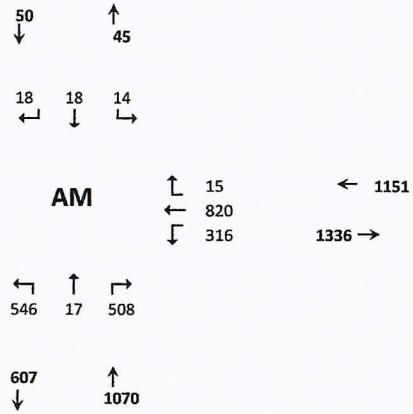
N/S STREET: Torino **E/W STREET:** Midway Road **CONTROL:** Signalized

FILENAME: Fort Pierce Commerce Ctr

COUNT DATE: 2/20/2020 **DAY:** Tuesday **County** SLCo

REPORT DATE: 5/13/2022 **ANALYSIS YEAR:** 2023 AM with project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	136	1	126	3	2	1	3	117	52	45	124	5	615	2677
7:15-7:30	103	0	85	1	2	5	4	110	55	64	162	3	594	2623
7:30-7:45	135	1	108	6	0	7	1	161	77	92	145	1	734	2605
7:45-8:00	142	1	128	4	0	4	4	181	70	56	138	6	734	2311
8:00-8:15	110	1	101	2	0	3	8	123	41	49	121	2	561	1969
8:15-8:30	81	0	93	1	0	8	11	134	47	55	143	3	576	
8:30-8:45	82	1	67	3	1	5	4	93	35	48	99	2	440	
8:45-9:00	34	0	57	0	0	3	5	92	52	43	104	2	392	
AM PEAK HOUR IS FROM:			7:00AM TO 8:00AM											
Volumes	516	3	447	14	4	17	12	569	254	257	569	15	2677	
Season Factor	516	3	447	14	4	17	12	569	254	257	569	15	2677	
Growth to 2023	532	3	461	14	4	18	12	586	262	265	586	15	2758	
In/Out		0		0	0	0	0	IN			OUT	0		
Percentage		0%		0%	0%	0%	0%	30%			30%	0%		
PROJECT	0	0	0	0	0	0	0	52	0	0	15	0	67	
SUBPROJECTS														
%	3%	0%	40%	0%	0%	0%	0%	0%	3%	40%	0%	0%		
In/Out	OUT		OUT						IN	IN				
Volume	0	0	6	0	0	0	0	0	2	24	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.8%	0.0%		
In/Out								OUT	0.0%		IN			
Volume	0	0	0	0	0	0	0	10	0	0	12	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	1%	0.0%	0.0%	1.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	5	0	0	3	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	7	0	0	7	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out								OUT		IN	IN			
Volume	0	0	0	0	0	0	0	10	0	0	8	0	0	
%	4.0%	18.0%	26.0%	0.0%	18.0%	0.0%	0.0%	0.0%	4.0%	26.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	3	14	20	0	14	0	0	0	3	21	0	0	0	
%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	9%	1.0%	0.0%	9.0%	0.0%		
In/Out	IN							OUT	OUT		IN			
Volume	4	0	0	0	0	0	0	14	2	0	33	0	0	
%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%		
In/Out			OUT						IN					
Volume	0	0	20	0	0	0	0	0	0	7	0	0	0	
%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	23%	2.0%	0.0%	23.0%	0.0%		
In/Out	IN							OUT	OUT		IN			
Volume	7	0	0	0	0	0	0	61	5	0	78	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	17.0%	0.0%	0.0%	17.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	69	0	0	78	0	0	
%	0.0%	10.0%	18.0%	0.0%	10.0%	3.0%	13.0%	52.0%	0.0%	13.0%	52.0%	0.0%		
In/Out		OUT	OUT		IN	IN	OUT	OUT		IN	IN	OUT		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	14	14	47	0	14	0	0	176	12	51	219	0	0	
Total	546	17	508	14	18	18	12	814	273	316	820	15	2825	



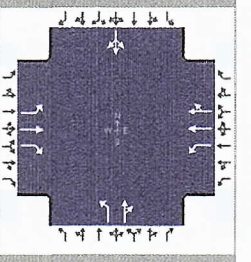
Seasonal Factor: 1
Growth Rate to 2021: 1.01
Growth Rate from to 2023: 1.01
Years Grown: 3

	Trips In	Trips Out
Project	174	50
Arcosa *	59	16
Southern Grove DRI *	1,555	1,308
Western Grove DRI *	338	534
Wilson Grove DRI *	969	952
Riverland DRI *	1,198	1,392
Wawa Midway & Selvitz	79	78
Village at Midway *	363	151
Ravina	22	68
Willow Lakes *	339	266
LTC Ranch *	456	406

* Trips represent 25% of total.

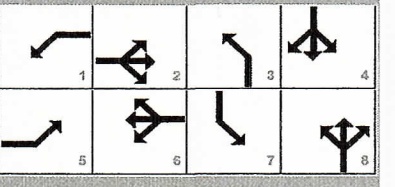
HCS Signalized Intersection Input Data

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	AM With Project	PHF	0.92
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM with project.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	814	273	316	820	15	546	17	508	14	18	18

Signal Information			
Cycle, s	169.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	2.8	19.3		60.0	40.0	7.2	0.0					
Yellow	5.0	5.0		5.0	5.0	5.0	0.0					
Red	3.0	3.0		3.0	3.0	3.0	0.0					

Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	814	273	316	820	15	546	17	508	14	18	18
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None			None			None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0			0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0			12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0			0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	15.0	60.0	35.0	60.0	40.0	40.0	15.0	10.0
Yellow Change Interval (*Y*), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Red Clearance Interval (R_c), s	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Minimum Green (G_{min}), s	6	7	7	7	7	7	6	6
Start-Up Lost Time (*l*t), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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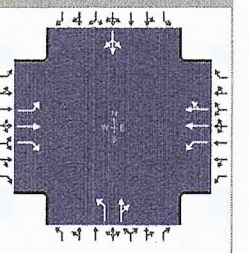
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	AM With Project	PHF	0.92
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM with project.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	12	814	273	316	820	15	546	17	508	14	18	18

Signal Information			
Cycle, s	169.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	2.8	19.3	60.0	40.0	7.2	0.0	5	6	7	8		
Yellow	5.0	5.0	5.0	5.0	5.0	0.0						
Red	3.0	3.0	3.0	3.0	3.0	0.0						

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.013	0.013	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		0.994	0.994		0.852	0.852		0.000	0.000
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	1810	1900	1610	1810	3720	68	1810	52	1566	7	9	9
Proportion of Vehicles Arriving on Green (P)	0.02	0.35	0.35	0.18	0.52	0.52	0.24	0.33	0.33	0.04	0.04	0.04
Incremental Delay Factor (k)	0.04	0.50	0.06	0.34	0.04	0.04	0.50	0.50			0.50	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	8.0	8.0	8.0	8.0	8.0	8.0		8.0
Green Ratio (g/C)	0.37	0.35	0.54	0.52	0.29	0.33	0.00	0.04
Permitted Saturation Flow Rate (s_p), veh/h/ln	624	0	638	0	1390	0	0	855
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								0
Permitted Effective Green Time (g_p), s	60.0	0.0	62.0	0.0	9.2	0.0	0.0	4.0
Permitted Service Time (g_u), s	59.5	0.0	0.0	0.0	2.0	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s	0.0		0.0		2.0			0.0
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Service Time Before Blockage (g_{fs}), s								0.0
Protected Right Saturation Flow (s_R), veh/h/ln		0						
Protected Right Effective Green Time (g_R), s		0.0						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.972	0.000	1.389	0.000	1.557	0.000
Pedestrian F_s / F_{delay}	0.000	0.143	0.000	0.120	0.000	0.146	0.000	0.174
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	708.95	35.27	1031.61	19.84	652.29	38.43	85.14	77.58
Bicycle F_w / F_v	-3.64	1.97	-3.64	1.03	-3.64	1.92	-3.64	0.09

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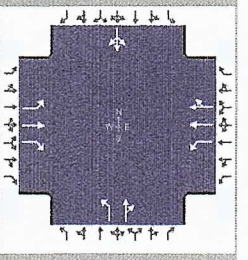
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	AM With Project	PHF	0.92
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM with project.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				

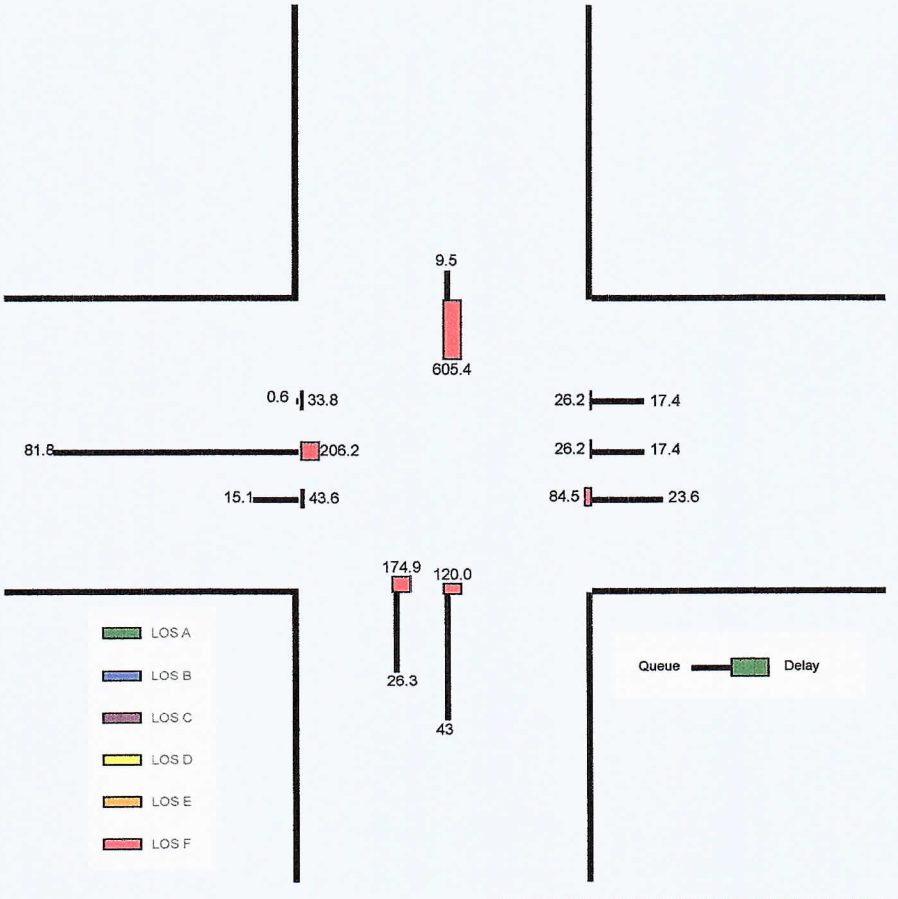


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	814	273	316	820	15	546	17	508	14	18	18

Signal Information			
Cycle, s	169.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.8	19.3	60.0	40.0	7.2	0.0	1	2	3	4		
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	5	6	7	8		
Red	3.0	3.0	3.0	3.0	3.0	0.0						

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.6	81.8	15.1	23.6	17.4	17.4	26.3	43.0			9.5	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Control Delay (*d*), s/veh	33.8	206.2	43.6	84.5	26.2	26.2	174.9	120.0			605.4	
Level of Service (LOS)	C	F	D	F	C	C	F	F			F	
Approach Delay, s/veh / LOS	164.0	F		42.2	D		148.0	F		605.4	F	
Intersection Delay, s/veh / LOS	123.9						F					



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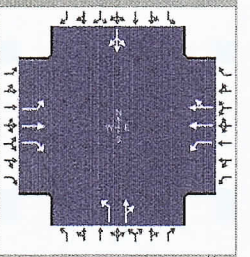
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	AM With Project	PHF	0.92
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 AM with project.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	12	814	273	316	820	15	546	17	508	14	18	18

Signal Information			
Cycle, s	169.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.8	19.3	60.0	40.0	7.2	0.0	1	2	3	4		
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	5	6	7	8		
Red	3.0	3.0	3.0	3.0	3.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	1.1	3.0	1.1	4.0	1.1	4.0	0.0	14.0
Phase Duration, s	10.8	68.0	38.1	95.3	48.0	63.2	0.0	15.2
Change Period, ($Y+R_c$), s	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.4	0.0	3.4
Queue Clearance Time (g_s), s	2.8	62.0	29.7	27.8	42.0	57.2		7.2
Green Extension Time (g_e), s	0.0	0.0	0.4	5.3	0.0	0.0	0.0	0.0
Phase Call Probability	0.46	1.00	1.00	1.00	1.00	1.00		1.00
Max Out Probability	0.00	1.00	0.19	0.03	1.00	1.00		1.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	13	885	297	343	455	452	593	571			54	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1900	1610	1810	1900	1888	1810	1618			24	
Queue Service Time (g_s), s	0.8	60.0	24.7	27.7	25.8	25.8	40.0	55.2			5.2	
Cycle Queue Clearance Time (g_c), s	0.8	60.0	24.7	27.7	25.8	25.8	40.0	55.2			5.2	
Green Ratio (*g/C*)	0.37	0.35	0.35	0.54	0.52	0.52	0.29	0.33			0.04	
Capacity (*c*), veh/h	291	674	571	364	980	974	487	528			28	
Volume-to-Capacity Ratio (*X*)	0.045	1.314	0.520	0.944	0.465	0.465	1.219	1.081			1.923	
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	0.6	81.8	15.1	23.6	17.4	17.4	26.3	43.0			9.5	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Uniform Delay (d_1), s/veh	33.8	54.6	43.2	57.4	26.1	26.1	59.0	57.0			84.4	
Incremental Delay (d_2), s/veh	0.0	151.6	0.4	27.1	0.1	0.1	115.9	62.9			521.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	
Control Delay (*d*), s/veh	33.8	206.2	43.6	84.5	26.2	26.2	174.9	120.0			605.4	
Level of Service (LOS)	C	F	D	F	C	C	F	F			F	
Approach Delay, s/veh / LOS	164.0	F		42.2	D		148.0	F		605.4	F	
Intersection Delay, s/veh / LOS	123.9						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.94	B	1.69	B	2.13	B	2.33	B
Bicycle LOS Score / LOS	2.46	B	1.52	B	2.41	B	0.58	A

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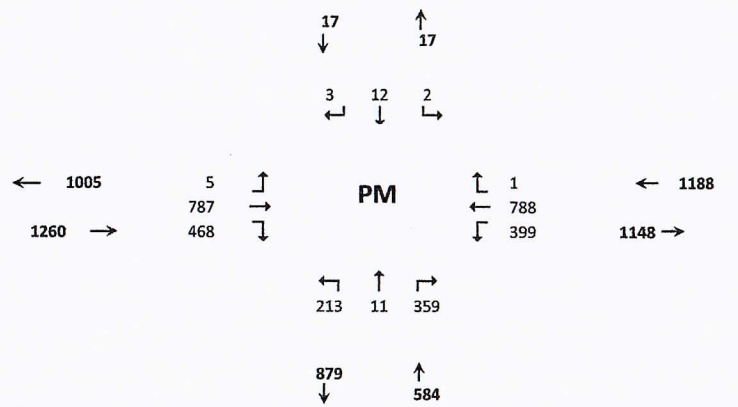
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Torino
E/W STREET: Midway Road
CONTROL: Signalized
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 2/20/2020
DAY: Tuesday
County slco
REPORT DATE: 5/13/2022
ANALYSIS YEAR: 2023 PM with project

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	50	1	59	0	2	0	1	143	71	58	98	0	483	2137
4:15-4:30	41	0	76	0	1	0	0	92	95	106	183	1	595	2230
4:30-4:45	54	0	76	0	1	3	1	117	69	63	128	0	512	2303
4:45-5:00	53	0	66	0	0	0	1	141	103	85	98	0	547	2334
5:00-5:15	43	0	63	0	1	2	3	94	98	86	185	1	576	2280
5:15-5:30	57	0	107	0	0	0	1	153	137	89	124	0	668	
5:30-5:45	42	0	71	2	0	1	0	126	104	81	116	0	543	
5:45-6:00	61	1	74	0	0	0	1	107	82	70	95	2	493	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM											
Volumes	195	0	307	2	1	3	5	514	442	341	523	1	2334	
Season Factor	195	0	307	2	1	3	5	514	442	341	523	1	2334	
Growth to 2021	195	0	307	2	1	3	5	514	442	341	523	1	2334	
Growth to 2026	201	0	316	2	1	3	5	530	455	351	539	1	2405	
In/Out	0	0	0	0	0	0	0	IN	0	0	OUT	0		
Percentage	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%		
PROJECT	0	0	0	0	0	0	0	70	0	0	41	0	111	
SUBPROJECTS														
%	3%	0%	40%	0%	0%	0%	0%	0%	3%	40%	0%	0.0%		
In/Out	OUT	0%	OUT	0%	0%	0%	0%	0%	IN	IN	0%	0.0%		
Volume	1	0	14	0	0	0	0	0	1	8	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.8%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	20	0	0	14	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%	0.0%	0.0%	1.0%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	5	0	0	6	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	10	0	0	8	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.7%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	IN	IN	0.0%		
Volume	0	0	0	0	0	0	0	13	0	0	12	0	0	
%	4.0%	18.0%	26.0%	0.0%	18.0%	0.0%	0.0%	0.0%	4.0%	26.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT	0.0%	IN	0.0%	0.0%	0.0%	IN	IN	0.0%	0.0%		
Volume	2	11	16	0	11	0	0	0	2	16	0	0	0	
%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.0%	1.0%	0.0%	9.0%	0.0%		
In/Out	IN	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	OUT	0.0%	IN	0.0%		
Volume	2	0	0	0	0	0	0	41	5	0	16	0	0	
%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%		
In/Out	0.0%	0.0%	OUT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	IN	0.0%	0.0%		
Volume	0	0	13	0	0	0	0	0	0	23	0	0	0	
%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	23.0%	2.0%	0.0%	23.0%	0.0%		
In/Out	IN	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	OUT	0.0%	IN	0.0%		
Volume	7	0	0	0	0	0	0	60	5	0	83	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	17.0%	0.0%	0.0%	17.0%	0.0%		
In/Out	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	0.0%	IN	0.0%		
Volume	0	0	0	0	0	0	0	39	0	0	68	0	0	
%	0.0%	10.0%	18.0%	0.0%	10.0%	3.0%	13.0%	52.0%	0.0%	13.0%	52.0%	0.0%		
In/Out		OUT	OUT		IN	IN	OUT	OUT		IN	IN	OUT		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	13	11	43	0	11	0	0	187	13	48	208	0	0	
Total	213	11	359	2	12	3	5	787	468	399	788	1	2516	



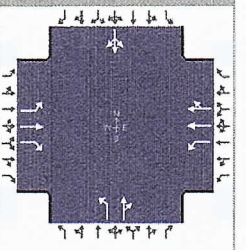
Project	Trips In	Trips Out
Arcosa *	21	34
Southern Grove DRI *	1,748	2,518
Western Grove DRI *	628	515
Wilson Grove DRI *	1,136	1,410
Riverland DRI *	1,774	1,819
Wawa Midway & Selvitz	62	62
Village at Midway *	182	456
Ravina	77	44
Willow Lakes *	363	259
LTC Ranch *	398	229
0	0	0

Arcosa	21	34
Southern Grove DRI	1,748	2,518
Western Grove DRI	628	515
Wilson Grove DRI	1,136	1,410
Riverland DRI	1,774	1,819
LTC Ranch	580	743
Wawa Midway & Selvitz	62	62
Village at Midway	182	456
Ravina	77	44
Willow Lakes	363	259

* Trips represent 25% of total.

HCS Signalized Intersection Input Data

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	PM With Project	PHF	0.87
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM with project.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	787	468	399	788	1	213	11	359	2	12	3

Signal Information			
Cycle, s	159.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

							1	2	3	4	
Green	1.3	25.7	60.0	22.0	10.0	0.0					
Yellow	5.0	5.0	5.0	5.0	5.0	0.0					
Red	3.0	3.0	3.0	3.0	3.0	0.0	5	6	7	8	

Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	787	468	399	788	1	213	11	359	2	12	3
Initial Queue (Q_b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_o), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h		None			None			None			None	
Heavy Vehicles (P_{HV}), %	0	0	0	0	0		0	0			0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (*AT*)	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (*I*)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (*W*), ft	12.0	12.0	12.0	12.0	12.0		12.0	12.0			12.0	
Turn Bay Length, ft	0	0	0	0	0		0	0			0	
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s	15.0	60.0	35.0	60.0	40.0	40.0	15.0	10.0
Yellow Change Interval (*Y*), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Red Clearance Interval (R_c), s	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Minimum Green (G_{min}), s	6	7	7	7	7	7	6	6
Start-Up Lost Time (*l1*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (*e*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (*PT*), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode	Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Walk (*Walk*), s		0.0		0.0		0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0		0.0		0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0	0	No	0.0	0	No	0.0	0	No
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50

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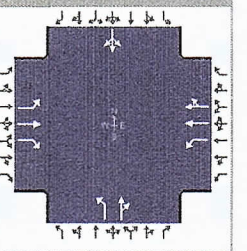
HCS Signalized Intersection Intermediate Values

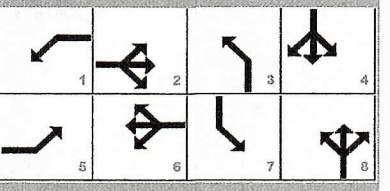
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	PM With Project	PHF	0.87
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM with project.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	5	787	468	399	788	1	213	11	359	2	12	3

Signal Information			
Cycle, s	159.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	1.3	25.7	60.0	22.0	10.0	0.0						
Yellow	5.0	5.0	5.0	5.0	5.0	0.0						
Red	3.0	3.0	3.0	3.0	3.0	0.0						



Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.952	0.000		0.952	0.000		0.952	0.000		0.132	0.132	
Right-Turn Adjustment Factor (f_{RT})		0.000	0.847		1.000	1.000		0.851	0.851		0.000	0.000
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	1810	1900	1610	1810	3794	5	1810	48	1569	29	176	44
Proportion of Vehicles Arriving on Green (P)	0.01	0.38	0.38	0.22	0.59	0.59	0.14	0.25	0.25	0.06	0.06	0.06
Incremental Delay Factor (k)	0.04	0.50	0.39	0.50	0.04	0.04	0.04	0.50			0.04	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)	8.0	8.0	8.0	8.0	8.0	8.0		8.0
Green Ratio (g/C)	0.39	0.38	0.61	0.59	0.21	0.25	0.00	0.06
Permitted Saturation Flow Rate (s_p), veh/h/ln	625	0	626	0	1418	0	0	977
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								0
Permitted Effective Green Time (g_p), s	60.0	0.0	62.0	0.0	12.0	0.0	0.0	4.0
Permitted Service Time (g_u), s	60.0	0.0	0.0	0.0	8.4	0.0	0.0	0.0
Permitted Queue Service Time (g_{ps}), s	0.0		0.0		0.8			0.0
Time to First Blockage (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.3
Queue Service Time Before Blockage (g_{fs}), s								0.8
Protected Right Saturation Flow (s_R), veh/h/ln		0						
Protected Right Effective Green Time (g_R), s		0.0						

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.972	0.000	1.389	0.000	1.557	0.000
Pedestrian F_s / F_{delay}	0.000	0.137	0.000	0.104	0.000	0.152	0.000	0.170
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	754.71	30.82	1178.03	13.43	503.14	44.53	126.14	69.79
Bicycle F_w / F_v	-3.64	2.39	-3.64	1.13	-3.64	1.11	-3.64	0.03

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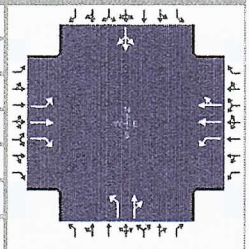
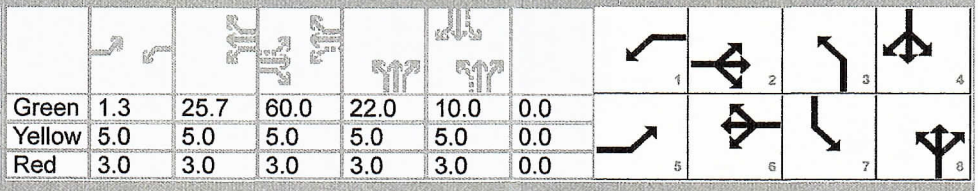
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	PM With Project	PHF	0.87
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM with project.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



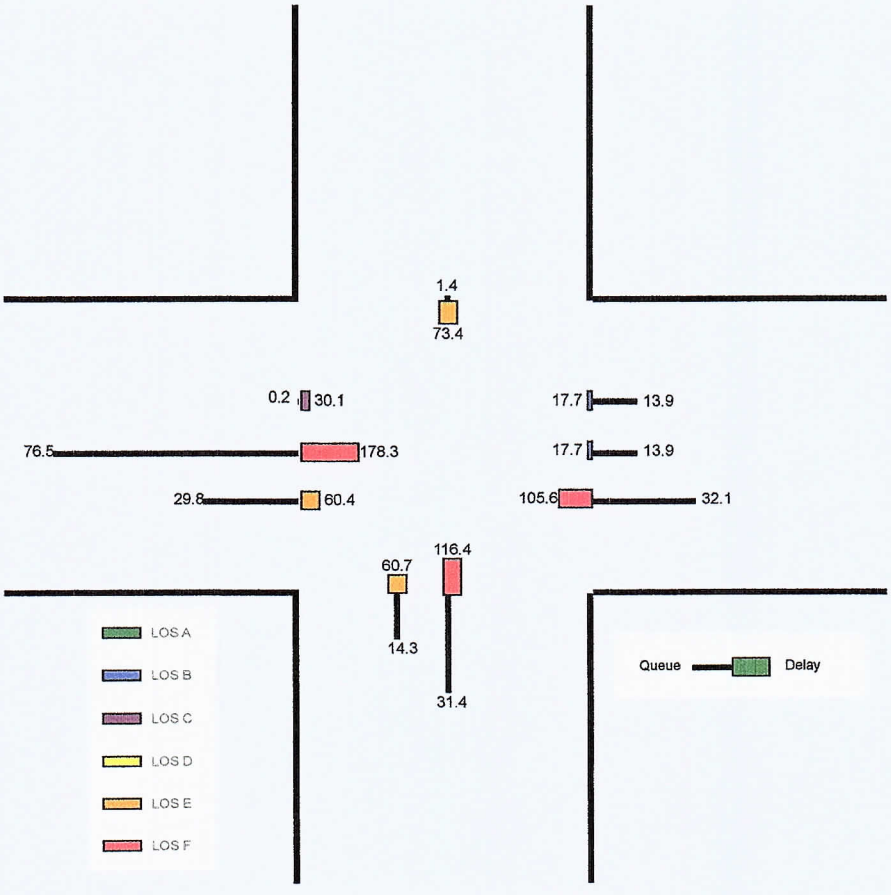
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	787	468	399	788	1	213	11	359	2	12	3

Signal Information			
Cycle, s	159.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	1.3	25.7	60.0	22.0	10.0	0.0	
Yellow	5.0	5.0	5.0	5.0	5.0	0.0	
Red	3.0	3.0	3.0	3.0	3.0	0.0	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.2	76.5	29.8	32.1	13.9	13.9	13.9	31.4			1.4	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Control Delay (*d*), s/veh	30.1	178.3	60.4	105.6	17.7	17.7	57.6	116.4			75.0	
Level of Service (LOS)	C	F	E	F	B	B	E	F			E	
Approach Delay, s/veh / LOS	134.0	F		47.2	D		94.9	F		75.0	E	
Intersection Delay, s/veh / LOS	92.4						F					



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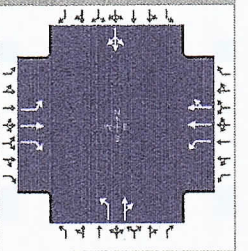
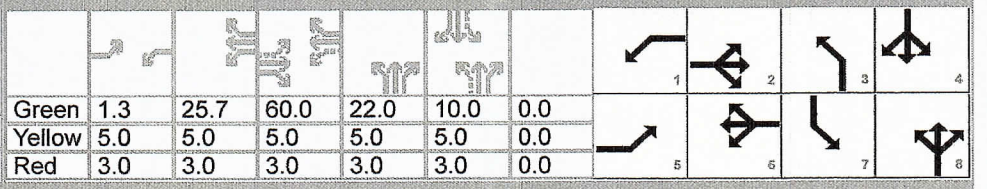
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	Aug 11, 2022	Area Type	Other
Jurisdiction	SLCo.	Time Period	PM With Project	PHF	0.87
Urban Street	Midway	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Torino and Midway	File Name	Midway and Torino.8.11.2022 PM with project.xus		
Project Description	Ft Pierce CC (Energy Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	5	787	468	399	788	1	213	11	359	2	12	3

Signal Information			
Cycle, s	159.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	1.3	25.7	60.0	22.0	10.0	0.0
Yellow	5.0	5.0	5.0	5.0	5.0	0.0
Red	3.0	3.0	3.0	3.0	3.0	0.0

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	1.1	3.0	1.1	4.0	1.1	4.0	0.0	14.0
Phase Duration, s	9.3	68.0	43.0	101.7	30.0	48.0	0.0	18.0
Change Period, ($Y+R_c$), s	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.4	0.0	3.4
Queue Clearance Time (g_s), s	2.3	62.0	37.0	22.5	21.6	42.0		3.6
Green Extension Time (g_e), s	0.0	0.0	0.0	6.5	0.4	0.0	0.0	0.6
Phase Call Probability	0.22	1.00	1.00	1.00	1.00	1.00		1.00
Max Out Probability	0.00	1.00	1.00	0.03	0.00	1.00		0.17

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	6	905	538	459	454	453	245	425			20	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1900	1610	1810	1900	1899	1810	1618			250	
Queue Service Time (g_s), s	0.3	60.0	49.7	35.0	20.5	20.5	19.6	40.0			1.6	
Cycle Queue Clearance Time (g_c), s	0.3	60.0	49.7	35.0	20.5	20.5	19.6	40.0			1.6	
Green Ratio (*g/C*)	0.39	0.38	0.38	0.61	0.59	0.59	0.21	0.25			0.06	
Capacity (*c*), veh/h	296	717	608	444	1119	1119	370	407			42	
Volume-to-Capacity Ratio (*X*)	0.019	1.262	0.885	1.034	0.405	0.405	0.661	1.045			0.470	
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.2	76.5	29.8	32.1	13.9	13.9	13.9	31.4			1.4	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Uniform Delay (d_1), s/veh	30.1	49.5	46.3	53.9	17.6	17.6	56.9	59.5			72.0	
Incremental Delay (d_2), s/veh	0.0	128.8	14.2	51.7	0.1	0.1	0.8	56.9			3.1	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	
Control Delay (*d*), s/veh	30.1	178.3	60.4	105.6	17.7	17.7	57.6	116.4			75.0	
Level of Service (LOS)	C	F	E	F	B	B	E	F			E	
Approach Delay, s/veh / LOS	134.0	F		47.2	D		94.9	F		75.0	E	
Intersection Delay, s/veh / LOS	92.4						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.93	B	1.68	B	2.14	B	2.33	B
Bicycle LOS Score / LOS	2.88	C	1.61	B	1.59	B	0.52	A

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ECONOLITE

00027 - MIDWAY RD @ TORINO PKWY - - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	E-L	W-T	S-L	N-T	W-L	E-T	N-L	S-T	N	N	N	N	N	N	N	N
Min Green	7	7	7	7	7	7	7	7	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	0	0	0	0	0	0	0	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	0	0	0	0	0	0	0	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	3.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	15	60	15	40	35	60	40	10	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

- Ø in use

TURNING MOVEMENT VOLUME COUNTS

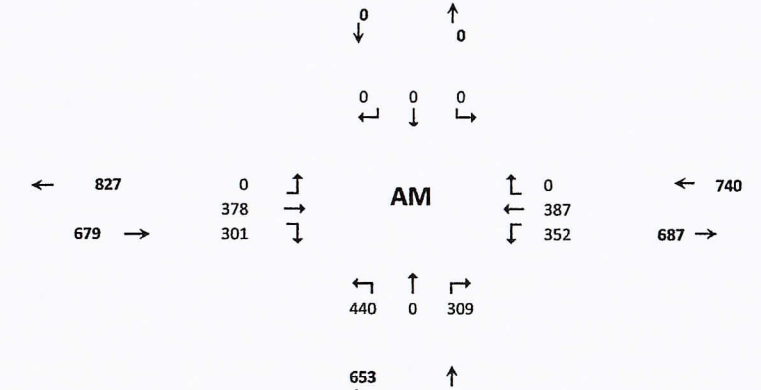
N/S STREET: Selvitz Rd **E/W STREET:** Edwards Rd **CONTROL:** Signalized

FILENAME: Fort Pierce Commerce Ctr

COUNT DATE: 4/21/2022 **DAY:** Tuesday **County** SLCo

REPORT DATE: **ANALYSIS YEAR:** Existing Count

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	67	0	50	0	0	0	0	64	37	54	90	0	362	1862
7:15-7:30	88	0	55	0	0	0	0	79	49	86	114	0	471	2031
7:30-7:45	91	0	66	0	0	0	0	89	59	74	105	0	484	2091
7:45-8:00	97	0	80	0	0	0	0	102	70	85	111	0	545	2104
8:00-8:15	103	0	78	0	0	0	0	93	79	87	91	0	531	2020
8:15-8:30	115	0	61	0	0	0	0	97	73	102	83	0	531	
8:30-8:45	112	0	81	0	0	0	0	75	70	68	91	0	497	
8:45-9:00	88	0	70	0	0	0	0	66	60	78	99	0	461	



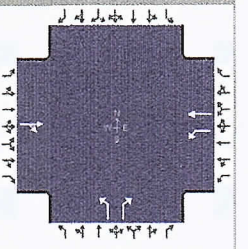
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM										
Volumes	427	0	300	0	0	0	0	367	292	342	376	0	2104
Season Factor	440	0	309	0	0	0	0	378	301	352	387	0	2167
Growth to 2023	440	0	309	0	0	0	0	378	301	352	387	0	2167
In/Out	OUT		OUT	OUT	OUT	OUT	IN		IN	IN		0	
Percentage	10%	0%	10%	0%	0%	0%	0%	0%	10%	10%		0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBPROJECTS													
%	2%	0%	3%	0%	0%	0%	0%	0%	2%	3%	0%	0%	
In/Out	OUT		OUT						IN	IN			
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0
%	4.0%	0.0%	4.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.0%	0.0%	0.0%	4.0%	
In/Out	OUT		OUT			IN	OUT	OUT	IN		IN	in	
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0
%	0.0%	0.0%	0.0%	1.4%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	1.4%	
In/Out			IN	out				0%		OUT	OUT	in	
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0
%	0.0%	0.0%	3.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%	0.0%	2.0%	
In/Out			IN	IN						OUT		OUT	
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	440	0	309	0	0	0	0	378	301	352	387	0	2167

Seasonal Factor: 1.03
Growth Rate to 2021: 1
Growth Rate: 1.0495
Years Grown: 0

	Trips In	Trips Out
Project	0	0
Arcosa	0	0
Wawa at Midway/Selvitz	0	0
LTC Ranch	0	0
Ravinia	0	0

HCS Signalized Intersection Input Data

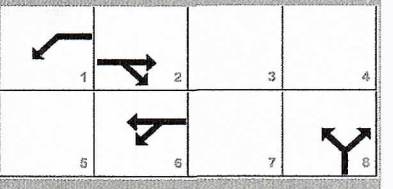
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM Existing	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM Existing 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		378	301	352	387		440		309			

Signal Information			
Cycle, s	111.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	48.1	15.0	30.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		378	301	352	387		440		309			
Initial Queue (Q_b), veh/h		0	0	0	0		0		0			
Base Saturation Flow Rate (s_o), veh/h		1900	1900	1900	1900		1900		1900			
Parking (N_m), man/h		None			None			None				
Heavy Vehicles (P_{HV}), %		0		0	0		0		0			
Ped / Bike / RTOR, /h	0	0	0	0	0		0	0		0	0	
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0			
Arrival Type (*AT*)		3	3	3	3		3		3			
Upstream Filtering (*I*)		1.00	1.00	1.00	1.00		1.00		1.00			
Lane Width (*W*), ft		12.0		12.0	12.0		12.0		12.0			
Turn Bay Length, ft		0		0	0		0		0			
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h		35	35	35	35		35		35			

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s		50.0	15.0	50.0		30.0		
Yellow Change Interval (Y), s		4.0	4.0	4.0		4.0		
Red Clearance Interval (R_c), s		2.0	2.0	2.0		2.0		
Minimum Green (G_{min}), s		15	7	15		10		
Start-Up Lost Time (*l1*), s		2.0	2.0	2.0	2.0			
Extension of Effective Green (*e*), s		2.0	2.0	2.0	2.0			
Passage (*PT*), s		2.0	2.0	2.0		2.0		
Recall Mode		Min	Off	Min		Off		
Dual Entry		Yes	No	Yes		Yes		
Walk (*Walk*), s		0.0				0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0				0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0				0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0				9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0		No	0.0	0	No		0	
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0			
Pedestrian Signal / Occupied Parking	No	0.50			0.50		No	0.50		No		

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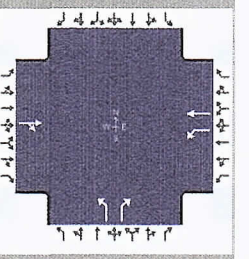
HCS Signalized Intersection Intermediate Values

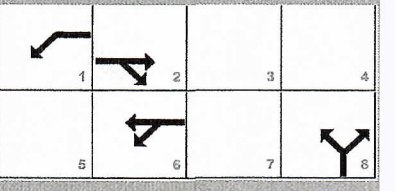
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM Existing	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM Existing 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		378	301	352	387		440		309			

Signal Information			
Cycle, s	111.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	48.1	15.0	30.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						



Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	1.000	0.926		0.952	0.000		0.952	0.000				
Right-Turn Adjustment Factor (f_{RT})		0.000	0.926		1.000	1.000		0.000	0.847			
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000					
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	0	980	780	1810	1900	0	1810	0	1610			
Proportion of Vehicles Arriving on Green (P)	0.00	0.43	0.43	0.13	0.62	0.00	0.27	0.00	0.27	0.00	0.00	0.00
Incremental Delay Factor (k)		0.44		0.50	0.04		0.48		0.29			

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)		6.0	6.0	6.0		4.0		
Green Ratio (g/C)		0.43	0.55	0.62		0.27		
Permitted Saturation Flow Rate (s_p), veh/h/ln		982	732	0		1810		
Shared Saturation Flow Rate (s_{sh}), veh/h/ln		0						
Permitted Effective Green Time (g_p), s		0.0	46.1	0.0		0.0		
Permitted Service Time (g_u), s		0.0	0.6	0.0		0.0		
Permitted Queue Service Time (g_{ps}), s			0.6					
Time to First Blockage (g_f), s		48.1	0.0	0.0		0.0		
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln						0		
Protected Right Effective Green Time (g_R), s						0.0		

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.000	0.000	1.198	0.000	0.972	0.000
Pedestrian F_s / F_{delay}	0.000	0.149	0.000	0.083	0.000	0.161	0.000	0.161
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	269.99	41.57	1244.02	7.94		62.78	-90.00	60.67
Bicycle F_w / F_v	-3.64	1.22	-3.64	1.33	-3.64	Infinity	-3.64	

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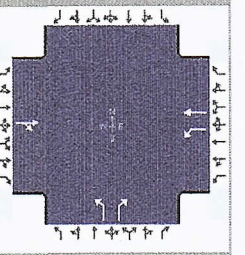
HCS Signalized Intersection Results Graphical Summary

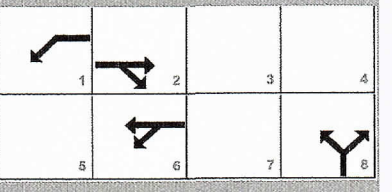
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM Existing	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM Existing 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



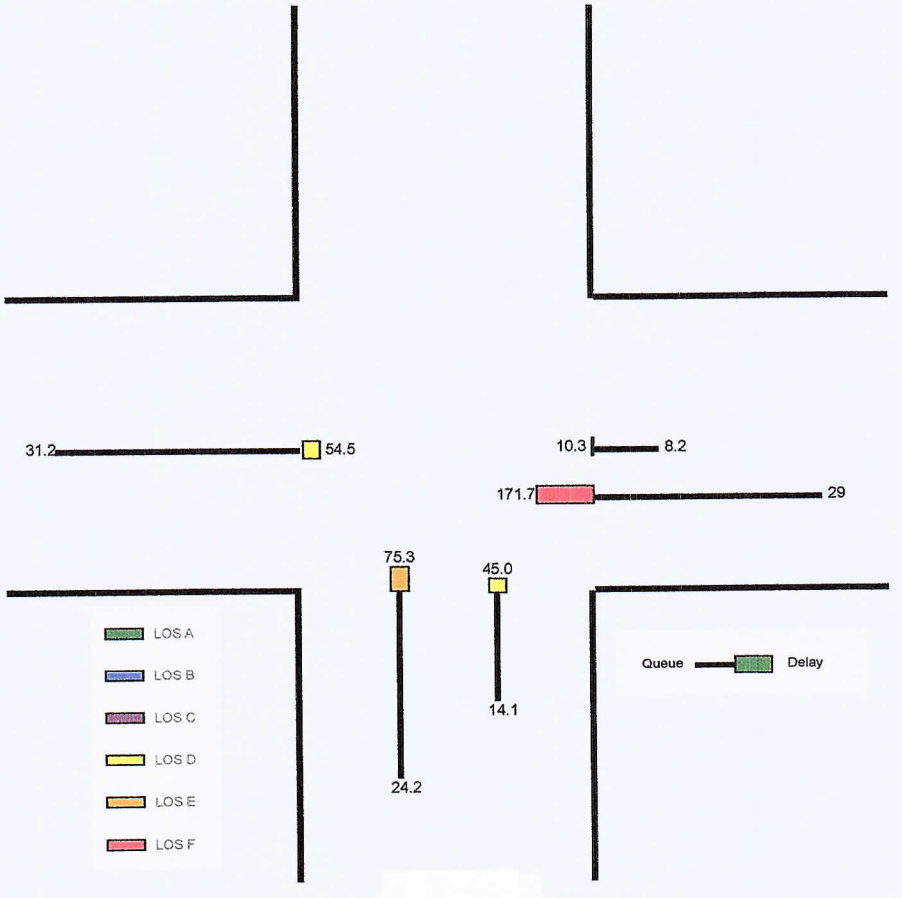
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		378	301	352	387		440		309			

Signal Information			
Cycle, s	111.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	48.1	15.0	30.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						



Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		31.2		29.0	8.2		24.2		14.1			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Control Delay (*d*), s/veh		54.5		171.7	10.3		75.3		45.0			
Level of Service (LOS)		D		F	B		E		D			
Approach Delay, s/veh / LOS	54.5		D	87.1		F	62.8		E	0.0		
Intersection Delay, s/veh / LOS	68.5						E					



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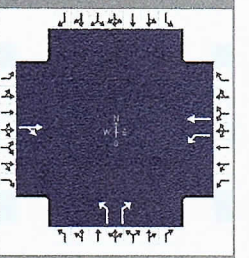
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM Existing	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM Existing 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		378	301	352	387		440		309			

Signal Information			
Cycle, s	111.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	48.1	15.0	30.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0	5	6	7	8		

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2	1	6		8		
Case Number		8.4	1.0	4.0		9.0		
Phase Duration, s		54.1	21.0	75.1		36.0		
Change Period, ($Y+R_c$), s		6.0	6.0	6.0		6.0		
Max Allow Headway (*MAH*), s		3.2	3.1	3.1		3.2		
Queue Clearance Time (g_s), s		47.5	17.0	13.9		31.1		
Green Extension Time (g_e), s		0.6	0.0	1.6		0.0		
Phase Call Probability		1.00	1.00	1.00		1.00		
Max Out Probability		1.00	1.00	0.00		1.00		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12	1	6		3		18			
Adjusted Flow Rate (*v*), veh/h		738		383	421		478		336			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1760		1810	1900		1810		1610			
Queue Service Time (g_s), s		45.5		15.0	11.9		29.1		21.4			
Cycle Queue Clearance Time (g_c), s		45.5		15.0	11.9		29.1		21.4			
Green Ratio (*g/C*)		0.43		0.55	0.62		0.27		0.27			
Capacity (*c*), veh/h		762		313	1182		489		435			
Volume-to-Capacity Ratio (*X*)		0.969		1.222	0.356		0.979		0.773			
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)		31.2		29.0	8.2		24.2		14.1			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Uniform Delay (d_1), s/veh		30.8		46.4	10.2		40.2		37.4			
Incremental Delay (d_2), s/veh		23.8		125.3	0.1		35.0		7.6			
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		54.5		171.7	10.3		75.3		45.0			
Level of Service (LOS)		D		F	B		E		D			
Approach Delay, s/veh / LOS	54.5	D		87.1	F		62.8	E		0.0		
Intersection Delay, s/veh / LOS	68.5						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.95	B	0.68	A	1.96	B	1.73	B
Bicycle LOS Score / LOS	1.71	B	1.81	B		F		

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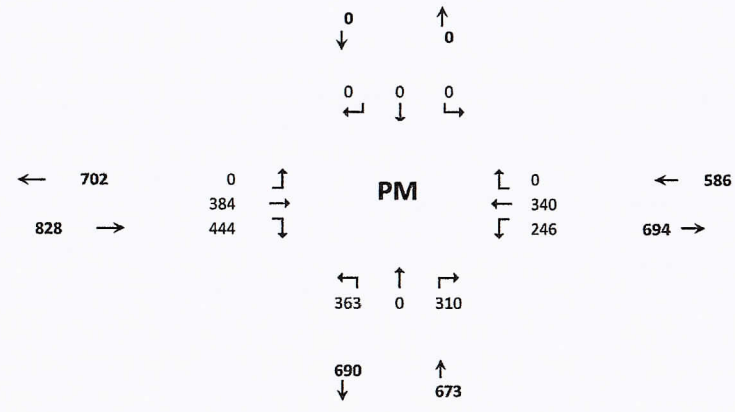
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Edwards Rd
CONTROL: Signalized
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 4/21/2022
DAY: Tuesday
County slco
REPORT DATE:
ANALYSIS YEAR: Existing Count

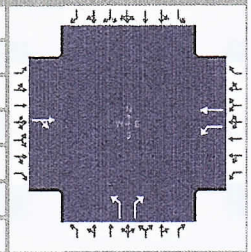
15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	70	0	63	0	0	0	0	85	82	43	76	0	419	1850
4:15-4:30	84	0	46	0	0	0	0	99	72	61	70	0	432	1963
4:30-4:45	77	0	84	0	0	0	0	96	97	53	86	0	493	2026
4:45-5:00	78	0	78	0	0	0	0	104	105	49	92	0	506	1970
5:00-5:15	102	0	79	0	0	0	0	81	123	71	76	0	532	1901
5:15-5:30	95	0	60	0	0	0	0	92	106	66	76	0	495	
5:30-5:45	86	0	45	0	0	0	0	89	86	61	70	0	437	
5:45-6:00	91	0	48	0	0	0	0	89	83	51	75	0	437	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	352	0	301	0	0	0	0	373	431	239	330	0	2026	
Season Factor	363	0	310	0	0	0	0	384	444	246	340	0	2087	
Growth to 2021	363	0	310	0	0	0	0	384	444	246	340	0	2087	
Growth to 2023	363	0	310	0	0	0	0	384	444	246	340	0	2087	
In/Out	OUT	0	OUT	OUT	OUT	OUT	IN	0	IN	IN	0	0		
Percentage	10%	0%	10%	0%	0%	0%	0%	0%	10%	10%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	5%	0%	5%	0%	0%	0%	0%	0%	5%	5%	0%	0.0%		
In/Out	OUT	0%	OUT	0%	0%	0%	0%	0%	IN	IN	0%	0.0%		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	9.0%	0.0%	9.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.0%	0.0%	0.0%	9.0%		
In/Out	OUT	0.0%	OUT	0.0%	0.0%	IN	OUT	OUT	IN	0.0%	IN	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.4%		
In/Out	0.0%	0.0%	IN	out	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	3.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%	0.0%	2.0%		
In/Out	0.0%	0.0%	IN	IN	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	0.0%	OUT		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	363	0	310	0	0	0	0	384	444	246	340	0	2087	



	Trips In	Trips Out
Project	0	0
Arcosa	0	0
Wawa at Midway/Selvitz	0	0
LTC Ranch	0	0
Ravinia	0	0

HCS Signalized Intersection Input Data

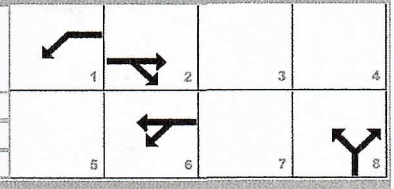
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM Existing	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM Existing 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		384	444	246	340		363		309			

Signal Information			
Cycle, s	107.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	50.0	13.7	25.7	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		384	444	246	340		363		309			
Initial Queue (Q_b), veh/h		0	0	0	0		0		0			
Base Saturation Flow Rate (s_o), veh/h		1900	1900	1900	1900		1900		1900			
Parking (N_m), man/h		None			None			None				
Heavy Vehicles (P_{HV}), %		0		0	0		0		0			
Ped / Bike / RTOR, /h	0	0	0	0	0		0	0		0	0	
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0			
Arrival Type (*AT*)		3	3	3	3		3		3			
Upstream Filtering (*I*)		1.00	1.00	1.00	1.00		1.00		1.00			
Lane Width (*W*), ft		12.0		12.0	12.0		12.0		12.0			
Turn Bay Length, ft		0		0	0		0		0			
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h		35	35	35	35		35		35			

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s		50.0	15.0	50.0		30.0		
Yellow Change Interval (*Y*), s		4.0	4.0	4.0		4.0		
Red Clearance Interval (R_c), s		2.0	2.0	2.0		2.0		
Minimum Green (G_{min}), s		15	7	15		10		
Start-Up Lost Time (*l1*), s		2.0	2.0	2.0	2.0			
Extension of Effective Green (*e*), s		2.0	2.0	2.0	2.0			
Passage (*PT*), s		2.0	2.0	2.0		2.0		
Recall Mode		Min	Off	Min		Off		
Dual Entry		Yes	No	Yes		Yes		
Walk (*Walk*), s		0.0				0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0				0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0				0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0				9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0		No	0.0	0	No		0	
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0			
Pedestrian Signal / Occupied Parking	No		0.50			0.50	No		0.50	No		

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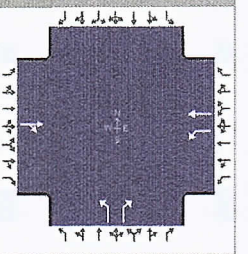
HCS Signalized Intersection Intermediate Values

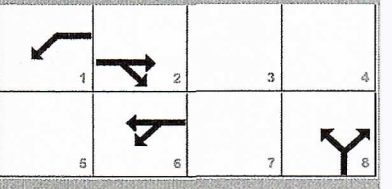
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM Existing	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM Existing 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		384	444	246	340		363		309			

Signal Information			
Cycle, s	107.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	50.0	13.7		25.7	0.0		0.0					
Yellow	4.0	4.0		4.0	0.0		0.0					
Red	2.0	2.0		2.0	0.0		0.0					



Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	1.000	0.912		0.952	0.000		0.952	0.000				
Right-Turn Adjustment Factor (f_{RT})		0.000	0.912		1.000	1.000		0.000	0.847			
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000					
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	0	804	929	1810	1900	0	1810	0	1610			
Proportion of Vehicles Arriving on Green (P)	0.00	0.47	0.47	0.13	0.65	0.00	0.24	0.00	0.24	0.00	0.00	0.00
Incremental Delay Factor (k)		0.50		0.35	0.04		0.30		0.27			

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)		6.0	6.0	6.0		4.0		
Green Ratio (g/C)		0.47	0.57	0.65		0.24		
Permitted Saturation Flow Rate (s_p), veh/h/ln		1029	629	0		1810		
Shared Saturation Flow Rate (s_{sh}), veh/h/ln		0						
Permitted Effective Green Time (g_p), s		0.0	48.0	0.0		0.0		
Permitted Service Time (g_u), s		0.0	0.0	0.0		0.0		
Permitted Queue Service Time (g_{ps}), s			0.0					
Time to First Blockage (g_f), s		50.0	0.0	0.0		0.0		
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln						0		
Protected Right Effective Green Time (g_R), s						0.0		

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.000	0.000	1.198	0.000	0.972	0.000
Pedestrian F_s / F_{delay}	0.000	0.149	0.000	0.076	0.000	0.160	0.000	0.160
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	254.79	40.89	1297.61	6.62		60.93	-93.11	58.82
Bicycle F_w / F_v	-3.64	1.49	-3.64	1.05	-3.64	Infinity	-3.64	

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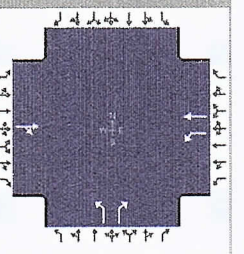
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM Existing	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM Existing 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				

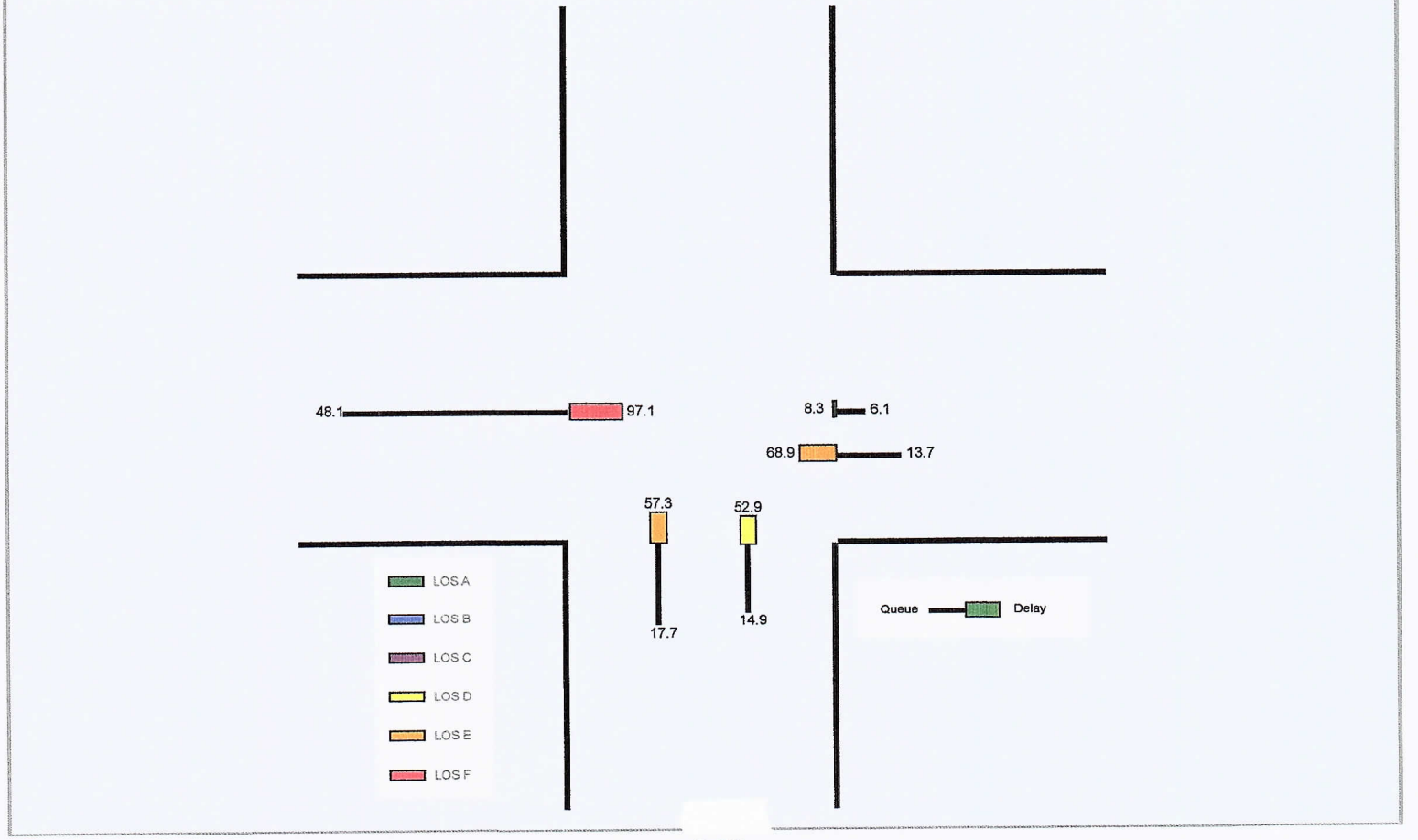


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		384	444	246	340		363		309			

Signal Information			
Cycle, s	107.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

							1	2	3	4		
Green	50.0	13.7	25.7	0.0	0.0	0.0	5	6	7	8		
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		48.1		13.7	6.1		17.7		14.9			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Control Delay (*d*), s/veh		97.1		68.9	8.3		57.3		52.9			
Level of Service (LOS)		F		E	A		E		D			
Approach Delay, s/veh / LOS	97.1	F		33.7	C		55.3	E		0.0		
Intersection Delay, s/veh / LOS	65.8						E					



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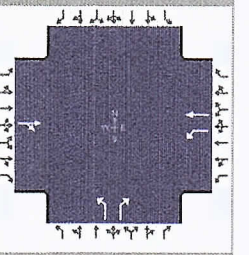
HCS Signalized Intersection Results Summary

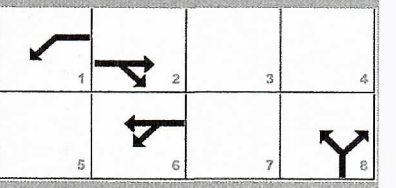
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM Existing	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2022	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM Existing 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		384	444	246	340		363		309			

Signal Information			
Cycle, s	107.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	50.0	13.7		25.7	0.0		0.0					
Yellow	4.0	4.0		4.0	0.0		0.0					
Red	2.0	2.0		2.0	0.0		0.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2	1	6		8		
Case Number		8.4	1.0	4.0		9.0		
Phase Duration, s		56.0	19.7	75.7		31.7		
Change Period, (*Y+R c*), s		6.0	6.0	6.0		6.0		
Max Allow Headway (*MAH*), s		3.2	3.1	3.1		3.2		
Queue Clearance Time (*g s*), s		52.0	13.6	11.1		24.8		
Green Extension Time (*g e*), s		0.0	0.1	1.2		0.9		
Phase Call Probability		1.00	1.00	1.00		1.00		
Max Out Probability		1.00	1.00	0.00		0.43		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12	1	6		3		18			
Adjusted Flow Rate (*v*), veh/h		900		267	370		395		336			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1733		1810	1900		1810		1610			
Queue Service Time (*g s*), s		50.0		11.6	9.1		22.8		21.5			
Cycle Queue Clearance Time (*g c*), s		50.0		11.6	9.1		22.8		21.5			
Green Ratio (*g/C*)		0.47		0.57	0.65		0.24		0.24			
Capacity (*c*), veh/h		807		298	1233		433		386			
Volume-to-Capacity Ratio (*X*)		1.116		0.899	0.300		0.911		0.871			
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		48.1		13.7	6.1		17.7		14.9			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Uniform Delay (*d 1*), s/veh		28.7		44.5	8.2		39.7		39.2			
Incremental Delay (*d 2*), s/veh		68.4		24.4	0.1		17.6		13.6			
Initial Queue Delay (*d 3*), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		97.1		68.9	8.3		57.3		52.9			
Level of Service (LOS)		F		E	A		E		D			
Approach Delay, s/veh / LOS	97.1	F		33.7	C		55.3	E		0.0		
Intersection Delay, s/veh / LOS	65.8						E					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.95	B	0.68	A	1.96	B	1.73	B
Bicycle LOS Score / LOS	1.97	B	1.54	B		F		

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TURNING MOVEMENT VOLUME COUNTS

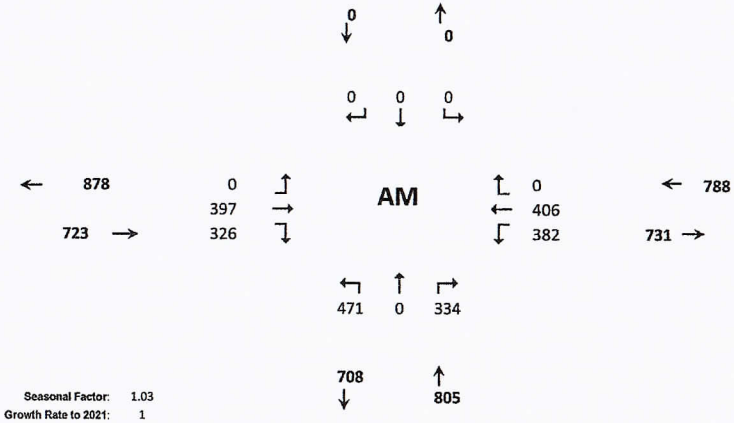
N/S STREET: Selvitz Rd **E/W STREET:** Edwards Rd **CONTROL:** Signalized

FILENAME: Fort Pierce Commerce Ctr

COUNT DATE: 4/21/2022 **DAY:** Tuesday **County** SLCo

REPORT DATE: **ANALYSIS YEAR:** 2023 AM Without Project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	67	0	50	0	0	0	0	64	37	54	90	0	362	1862
7:15-7:30	88	0	55	0	0	0	0	79	49	86	114	0	471	2031
7:30-7:45	91	0	66	0	0	0	0	89	59	74	105	0	484	2091
7:45-8:00	97	0	80	0	0	0	0	102	70	85	111	0	545	2104
8:00-8:15	103	0	78	0	0	0	0	93	79	87	91	0	531	2020
8:15-8:30	115	0	61	0	0	0	0	97	73	102	83	0	531	
8:30-8:45	112	0	81	0	0	0	0	75	70	68	91	0	497	
8:45-9:00	88	0	70	0	0	0	0	66	60	78	99	0	461	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM											
Volumes	427	0	300	0	0	0	0	367	292	342	376	0	2104	
Season Factor	440	0	309	0	0	0	0	378	301	352	387	0	2167	
Growth to 2023	462	0	324	0	0	0	0	397	316	370	406	0	2274	
In/Out	OUT		OUT	OUT	OUT	OUT	IN		IN	IN		0		
Percentage	10%	0%	10%	0%	0%	0%	0%	0%	10%	10%		0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	5%	0%	5%	0%	0%	0%	0%	0%	5%	5%	0%	0%		
In/Out	OUT		OUT						IN	IN				
Volume	1	0	1	0	0	0	0	0	3	3	0	0	0	
%	9.0%	0.0%	9.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.0%	9.0%	0.0%	0.0%		
In/Out	OUT		OUT			IN	OUT	OUT	IN	IN	IN			
Volume	7	0	7	0	0	0	0	0	7	7	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%		
In/Out			IN	out				0%		OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	3.0%	0.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%	3.0%	0.0%	0.0%		
In/Out	OUT		OUT	IN					in	OUT				
Volume	2	0	2	0	0	0	0	0	1	2	0	0	0	
Subtotal	10	0	10	0	0	0	0	0	11	12	0	0	0	
Total	471	0	334	0	0	0	0	397	326	382	406	0	2274	



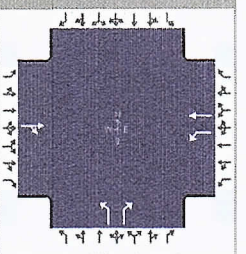
Seasonal Factor: 1.03
Growth Rate to 2021: 1
Growth Rate: 1.0495
Years Grown: 1

Project	Trips In	Trips Out
Project	0	0
Arcosa	59	16
Wawa at Midway/Selvitz	79	76
LTC Ranch	456	406
Ravinia	22	68

D-72

HCS Signalized Intersection Input Data

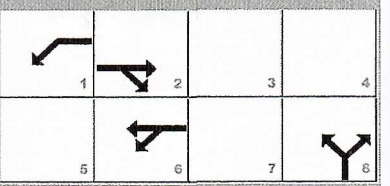
General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM Without	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM without 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		397	326	382	406		471		334			

Signal Information			
Cycle, s	113.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

	EB			WB			NB			SB		
Green	50.0	15.0		30.0	0.0	0.0	0.0					
Yellow	4.0	4.0		4.0	0.0	0.0	0.0					
Red	2.0	2.0		2.0	0.0	0.0	0.0					



Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		397	326	382	406		471		334			
Initial Queue (Q_b), veh/h		0	0	0	0		0		0			
Base Saturation Flow Rate (s_o), veh/h		1900	1900	1900	1900		1900		1900			
Parking (N_m), man/h		None			None			None				
Heavy Vehicles (P_{HV}), %		0		0	0		0		0			
Ped / Bike / RTOR, /h	0	0	0	0	0		0	0		0	0	
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0			
Arrival Type (AT)		3	3	3	3		3		3			
Upstream Filtering (I)		1.00	1.00	1.00	1.00		1.00		1.00			
Lane Width (W), ft		12.0		12.0	12.0		12.0		12.0			
Turn Bay Length, ft		0		0	0		0		0			
Grade (Pg), %		0			0			0			0	
Speed Limit, mi/h		35	35	35	35		35		35			

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s		50.0	15.0	50.0		30.0		
Yellow Change Interval (Y), s		4.0	4.0	4.0		4.0		
Red Clearance Interval (R_c), s		2.0	2.0	2.0		2.0		
Minimum Green (G_{min}), s		15	7	15		10		
Start-Up Lost Time (l1), s		2.0	2.0	2.0	2.0			
Extension of Effective Green (e), s		2.0	2.0	2.0	2.0			
Passage (PT), s		2.0	2.0	2.0		2.0		
Recall Mode		Min	Off	Min		Off		
Dual Entry		Yes	No	Yes		Yes		
Walk (Walk), s		0.0				0.0		0.0
Pedestrian Clearance Time (PC), s		0.0				0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0				0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0				9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0		No	0.0	0	No		0	
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0			
Pedestrian Signal / Occupied Parking	No	0.50			0.50		No	0.50		No		

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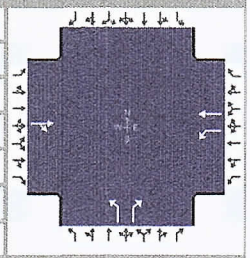
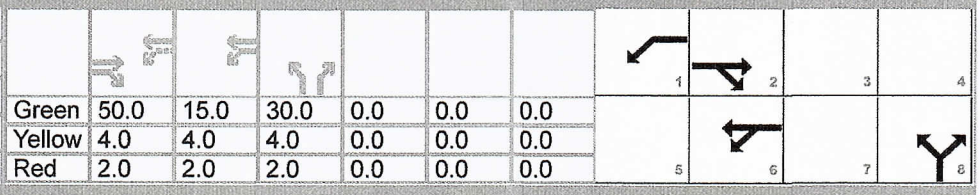
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM Without	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM without 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		397	326	382	406		471		334			

Signal Information			
Cycle, s	113.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	50.0	15.0	30.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	1.000	0.925		0.952	0.000		0.952	0.000				
Right-Turn Adjustment Factor (f_{RT})		0.000	0.925		1.000	1.000		0.000	0.847			
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000					
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	0	965	792	1810	1900	0	1810	0	1610			
Proportion of Vehicles Arriving on Green (P)	0.00	0.44	0.44	0.13	0.63	0.00	0.27	0.00	0.27	0.00	0.00	0.00
Incremental Delay Factor (k)		0.50		0.50	0.04		0.50		0.36			

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)		6.0	6.0	6.0		4.0		
Green Ratio (g/C)		0.44	0.56	0.63		0.27		
Permitted Saturation Flow Rate (s_p), veh/h/ln		963	700	0		1810		
Shared Saturation Flow Rate (s_{sh}), veh/h/ln		0						
Permitted Effective Green Time (g_p), s		0.0	48.0	0.0		0.0		
Permitted Service Time (g_u), s		0.0	0.0	0.0		0.0		
Permitted Queue Service Time (g_{ps}), s			0.0					
Time to First Blockage (g_f), s		50.0	0.0	0.0		0.0		
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln						0		
Protected Right Effective Green Time (g_R), s						0.0		

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.000	0.000	1.198	0.000	0.972	0.000
Pedestrian F_s / F_{delay}	0.000	0.150	0.000	0.082	0.000	0.162	0.000	0.162
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	265.49	42.50	1256.63	7.81		63.72	-88.50	61.61
Bicycle F_w / F_v	-3.64	1.30	-3.64	1.41	-3.64	Infinity	-3.64	

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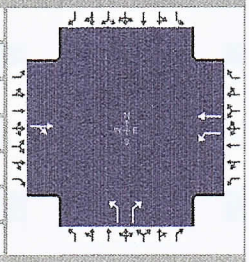
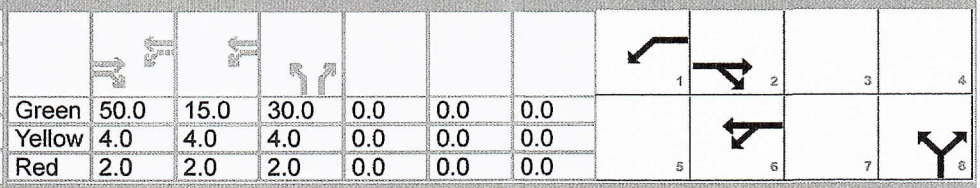
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM Without	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM without 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



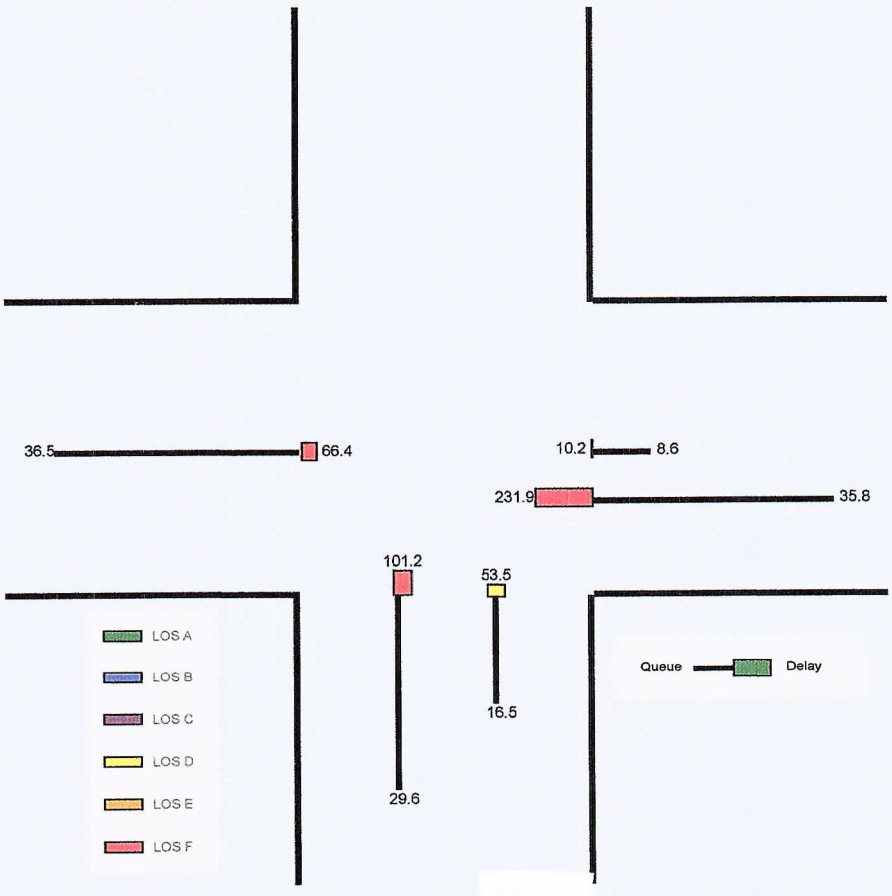
Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		397	326	382	406		471		334			

Signal Information			
Cycle, s	113.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



	EB			WB			NB			SB		
Green	50.0	15.0		30.0	0.0	0.0	0.0					
Yellow	4.0	4.0		4.0	0.0	0.0	0.0					
Red	2.0	2.0		2.0	0.0	0.0	0.0					

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		36.5		35.8	8.6		29.6		16.5			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Control Delay (*d*), s/veh		66.4		231.9	10.2		101.2		53.5			
Level of Service (LOS)		F		F	B		F		D			
Approach Delay, s/veh / LOS	66.4		E	117.7		F	81.4		F	0.0		
Intersection Delay, s/veh / LOS	89.1						F					



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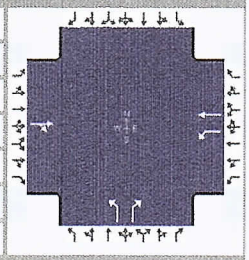
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM Without	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM without 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		397	326	382	406		471		334			

Signal Information			
Cycle, s	113.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

							1	2	3	4		
Green	50.0	15.0	30.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0	5	6	7	8		

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2	1	6		8		
Case Number		8.4	1.0	4.0		9.0		
Phase Duration, s		56.0	21.0	77.0		36.0		
Change Period, ($Y+R_c$), s		6.0	6.0	6.0		6.0		
Max Allow Headway (*MAH*), s		3.2	3.1	3.1		3.2		
Queue Clearance Time (g_s), s		52.0	17.0	14.7		32.0		
Green Extension Time (g_e), s		0.0	0.0	1.7		0.0		
Phase Call Probability		1.00	1.00	1.00		1.00		
Max Out Probability		1.00	1.00	0.00		1.00		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12	1	6		3		18			
Adjusted Flow Rate (*v*), veh/h		786		415	441		512		363			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1757		1810	1900		1810		1610			
Queue Service Time (g_s), s		50.0		15.0	12.7		30.0		24.2			
Cycle Queue Clearance Time (g_c), s		50.0		15.0	12.7		30.0		24.2			
Green Ratio (*g/C*)		0.44		0.56	0.63		0.27		0.27			
Capacity (*c*), veh/h		778		304	1194		480		427			
Volume-to-Capacity Ratio (*X*)		1.011		1.366	0.370		1.066		0.849			
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		36.5		35.8	8.6		29.6		16.5			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Uniform Delay (d_1), s/veh		31.5		47.4	10.2		41.5		39.4			
Incremental Delay (d_2), s/veh		34.9		184.5	0.1		59.7		14.2			
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		66.4		231.9	10.2		101.2		53.5			
Level of Service (LOS)		F		F	B		F		D			
Approach Delay, s/veh / LOS	66.4	E		117.7	F		81.4	F		0.0		
Intersection Delay, s/veh / LOS	89.1						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.95	B	0.68	A	1.96	B	1.73	B
Bicycle LOS Score / LOS	1.78	B	1.90	B		F		

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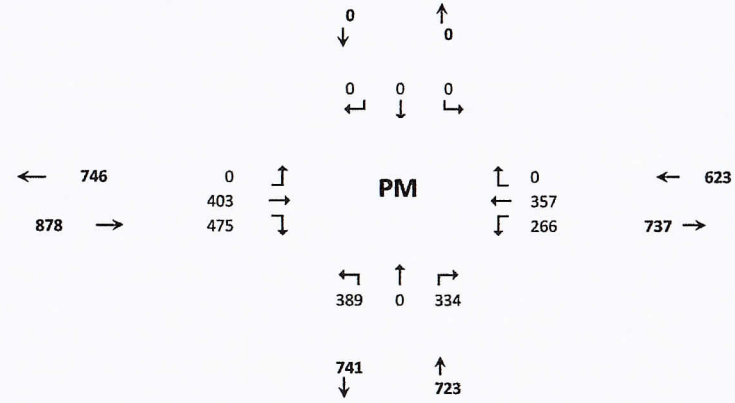
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Edwards Rd
CONTROL: Signalized
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 4/21/2022
DAY: Tuesday
County slco
REPORT DATE:
ANALYSIS YEAR: 2023 without PM

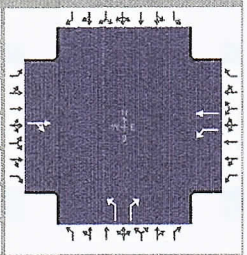
15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	70	0	63	0	0	0	0	85	82	43	76	0	419	1850
4:15-4:30	84	0	46	0	0	0	0	99	72	61	70	0	432	1963
4:30-4:45	77	0	84	0	0	0	0	96	97	53	86	0	493	2026
4:45-5:00	78	0	78	0	0	0	0	104	105	49	92	0	506	1970
5:00-5:15	102	0	79	0	0	0	0	81	123	71	76	0	532	1901
5:15-5:30	95	0	60	0	0	0	0	92	106	66	76	0	495	
5:30-5:45	86	0	45	0	0	0	0	89	86	61	70	0	437	
5:45-6:00	91	0	48	0	0	0	0	89	83	51	75	0	437	
PM PEAK HOUR IS FROM:	4:30 PM TO 5:30PM													
Volumes	352	0	301	0	0	0	0	373	431	239	330	0	2026	
Season Factor	363	0	310	0	0	0	0	384	444	246	340	0	2087	
Growth to 2021	363	0	310	0	0	0	0	384	444	246	340	0	2087	
Growth to 2023	381	0	325	0	0	0	0	403	466	258	357	0	2190	
In/Out	OUT	0	OUT	OUT	OUT	OUT	IN	0	IN	IN	0	0		
Percentage	10%	0%	10%	0%	0%	0%	0%	0%	10%	10%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	5%	0%	5%	0%	0%	0%	0%	0%	5%	5%	0%	0.0%		
In/Out	OUT	0%	OUT	0%	0%	0%	0%	0%	IN	IN	0%	0.0%		
Volume	2	0	2	0	0	0	0	0	1	1	0	0	0	
%	9.0%	0.0%	9.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.0%	9.0%	0.0%	0.0%		
In/Out	OUT	0.0%	OUT	0.0%	0.0%	IN	OUT	OUT	IN	IN	IN	0.0%		
Volume	6	0	6	0	0	0	0	0	6	6	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out	0.0%	0.0%	IN	out	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	3.0%	0.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%	3.0%	0.0%	0.0%		
In/Out	OUT	0.0%	OUT	IN	0.0%	0.0%	0.0%	0.0%	in	OUT	0.0%	0.0%		
Volume	1	0	1	0	0	0	0	0	2	1	0	0	0	
Subtotal	9	0	9	0	0	0	0	0	9	8	0	0	0	
Total	389	0	334	0	0	0	0	403	475	266	357	0	2190	



Project	Trips In	Trips Out
	0	0
Arcosa	21	34
Wawa at Midway/Selvitz	62	62
LTC Ranch	580	743
Ravinia	77	44

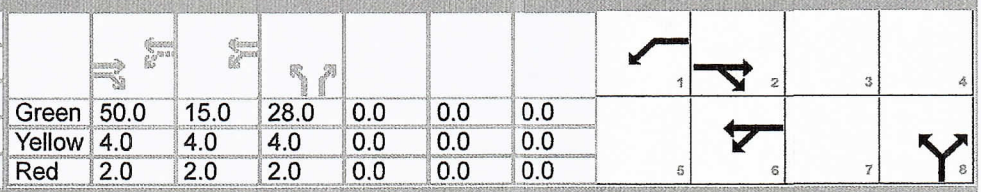
HCS Signalized Intersection Input Data

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM Without	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM without 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		403	475	266	357		389		334			

Signal Information			
Cycle, s	111.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	50.0	15.0	28.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		403	475	266	357		389		334			
Initial Queue (Q_b), veh/h		0	0	0	0		0		0			
Base Saturation Flow Rate (s_o), veh/h		1900	1900	1900	1900		1900		1900			
Parking (N_m), man/h		None			None			None				
Heavy Vehicles (P_{HV}), %		0		0	0		0		0			
Ped / Bike / RTOR, /h	0	0	0	0	0		0	0		0	0	
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0			
Arrival Type (*AT*)		3	3	3	3		3		3			
Upstream Filtering (*I*)		1.00	1.00	1.00	1.00		1.00		1.00			
Lane Width (*W*), ft		12.0		12.0	12.0		12.0		12.0			
Turn Bay Length, ft		0		0	0		0		0			
Grade (*Pg*), %		0			0			0			0	
Speed Limit, mi/h		35	35	35	35		35		35			

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s		50.0	15.0	50.0		30.0		
Yellow Change Interval (*Y*), s		4.0	4.0	4.0		4.0		
Red Clearance Interval (R_c), s		2.0	2.0	2.0		2.0		
Minimum Green (G_{min}), s		15	7	15		10		
Start-Up Lost Time (*l1*), s		2.0	2.0	2.0	2.0			
Extension of Effective Green (*e*), s		2.0	2.0	2.0	2.0			
Passage (*PT*), s		2.0	2.0	2.0		2.0		
Recall Mode		Min	Off	Min		Off		
Dual Entry		Yes	No	Yes		Yes		
Walk (*Walk*), s		0.0				0.0		0.0
Pedestrian Clearance Time (*PC*), s		0.0				0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0				0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0				9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0		No	0.0	0	No		0	
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0			
Pedestrian Signal / Occupied Parking	No	0.50			0.50		No	0.50		No		

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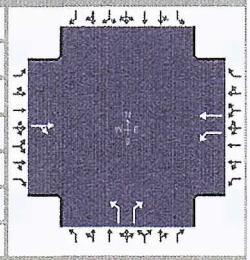
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM Without	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM without 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		403	475	266	357		389		334			

Signal Information			
Cycle, s	111.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

							1	2	3	4		
Green	50.0	15.0	28.0	0.0	0.0	0.0	5	6	7	8		
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	1.000	0.911		0.952	0.000		0.952	0.000				
Right-Turn Adjustment Factor (f_{RT})		0.000	0.911		1.000	1.000		0.000	0.847			
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000					
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	0	795	937	1810	1900	0	1810	0	1610			
Proportion of Vehicles Arriving on Green (P)	0.00	0.45	0.45	0.14	0.64	0.00	0.25	0.00	0.25	0.00	0.00	0.00
Incremental Delay Factor (k)		0.50		0.44	0.04		0.38		0.35			

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)		6.0	6.0	6.0		4.0		
Green Ratio (g/C)		0.45	0.57	0.64		0.25		
Permitted Saturation Flow Rate (s_p), veh/h/ln		1011	597	0		1810		
Shared Saturation Flow Rate (s_{sh}), veh/h/ln		0						
Permitted Effective Green Time (g_p), s		0.0	48.0	0.0		0.0		
Permitted Service Time (g_u), s		0.0	0.0	0.0		0.0		
Permitted Queue Service Time (g_{ps}), s			0.0					
Time to First Blockage (g_f), s		50.0	0.0	0.0		0.0		
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln						0		
Protected Right Effective Green Time (g_R), s						0.0		

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.000	0.000	1.198	0.000	0.972	0.000
Pedestrian F_s / F_{delay}	0.000	0.149	0.000	0.079	0.000	0.161	0.000	0.161
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	270.38	41.49	1279.82	7.19		62.70	-90.13	60.59
Bicycle F_w / F_v	-3.64	1.57	-3.64	1.12	-3.64	Infinity	-3.64	

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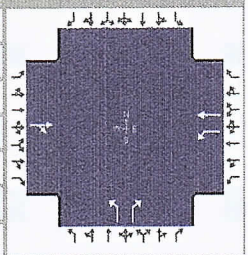
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM Without	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM without 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				

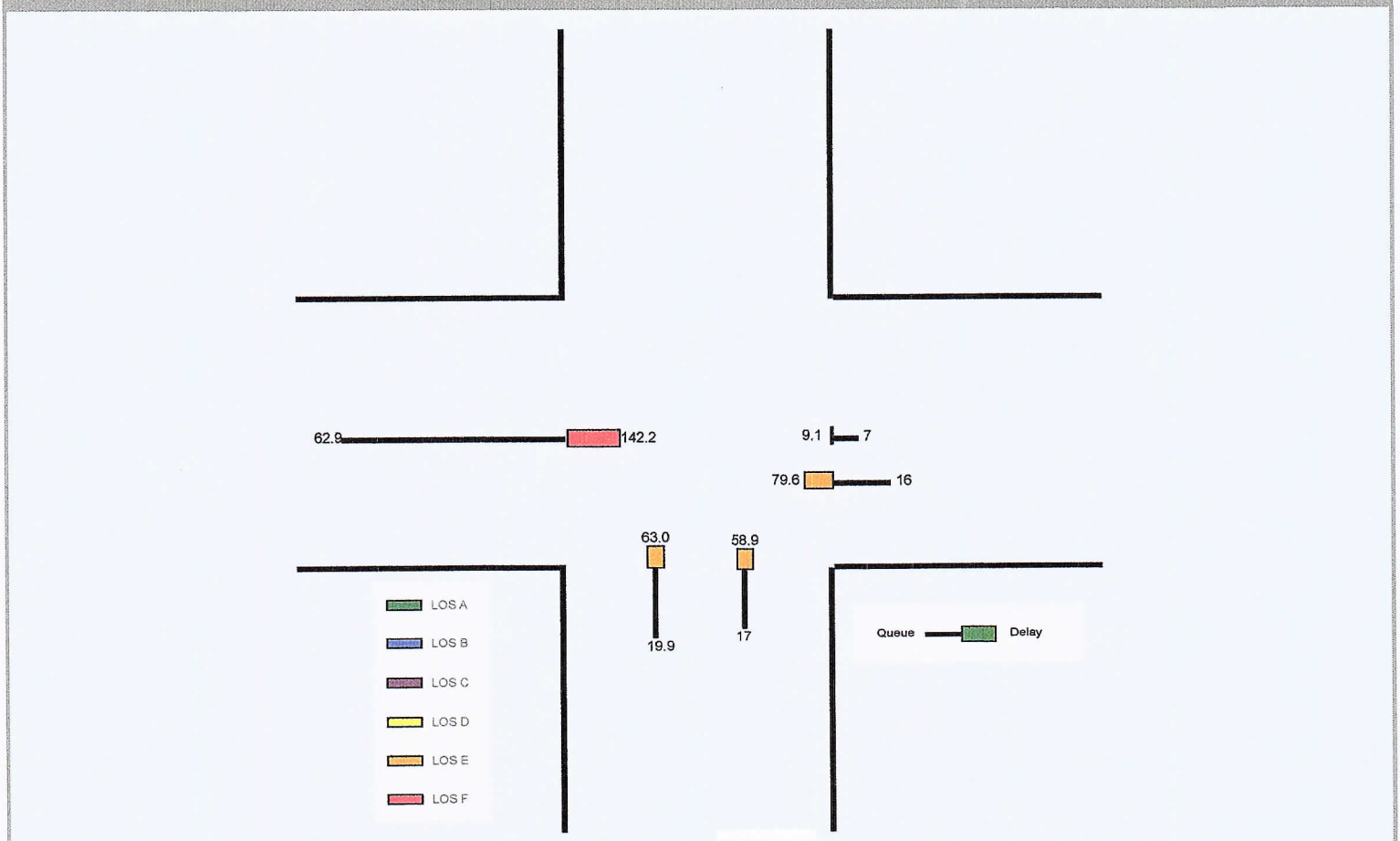


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		403	475	266	357		389		334			

Signal Information			
Cycle, s	111.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	50.0	15.0	28.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0	5	6	7	8		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		62.9		16.0	7.0		19.9		17.0			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Control Delay (*d*), s/veh		142.2		79.6	9.1		63.0		58.9			
Level of Service (LOS)		F		E	A		E		E			
Approach Delay, s/veh / LOS	142.2		F	39.2		D	61.1		E	0.0		
Intersection Delay, s/veh / LOS	87.0						F					



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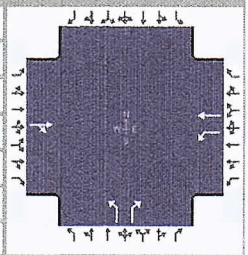
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM Without	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM without 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		403	475	266	357		389		334			

Signal Information			
Cycle, s	111.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	50.0	15.0	28.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0		5	6	7	8	
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2	1	6		8		
Case Number		8.4	1.0	4.0		9.0		
Phase Duration, s		56.0	21.0	77.0		34.0		
Change Period, ($Y+R_c$), s		6.0	6.0	6.0		6.0		
Max Allow Headway (*MAH*), s		3.2	3.1	3.1		3.2		
Queue Clearance Time (g_s), s		52.0	15.5	12.3		27.3		
Green Extension Time (g_e), s		0.0	0.0	1.3		0.6		
Phase Call Probability		1.00	1.00	1.00		1.00		
Max Out Probability		1.00	1.00	0.00		1.00		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12	1	6		3		18			
Adjusted Flow Rate (*v*), veh/h		954		289	388		423		363			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1731		1810	1900		1810		1610			
Queue Service Time (g_s), s		50.0		13.5	10.3		25.3		24.2			
Cycle Queue Clearance Time (g_c), s		50.0		13.5	10.3		25.3		24.2			
Green Ratio (*g/C*)		0.45		0.57	0.64		0.25		0.25			
Capacity (*c*), veh/h		780		310	1216		456		406			
Volume-to-Capacity Ratio (*X*)		1.223		0.934	0.319		0.928		0.895			
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)		62.9		16.0	7.0		19.9		17.0			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Uniform Delay (d_1), s/veh		30.5		45.8	9.0		40.5		40.1			
Incremental Delay (d_2), s/veh		111.8		33.8	0.1		22.5		18.8			
Initial Queue Delay (d_3), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		142.2		79.6	9.1		63.0		58.9			
Level of Service (LOS)		F		E	A		E		E			
Approach Delay, s/veh / LOS	142.2	F		39.2	D		61.1	E		0.0		
Intersection Delay, s/veh / LOS	87.0						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.95	B	0.68	A	1.96	B	1.73	B
Bicycle LOS Score / LOS	2.06	B	1.60	B		F		

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TURNING MOVEMENT VOLUME COUNTS

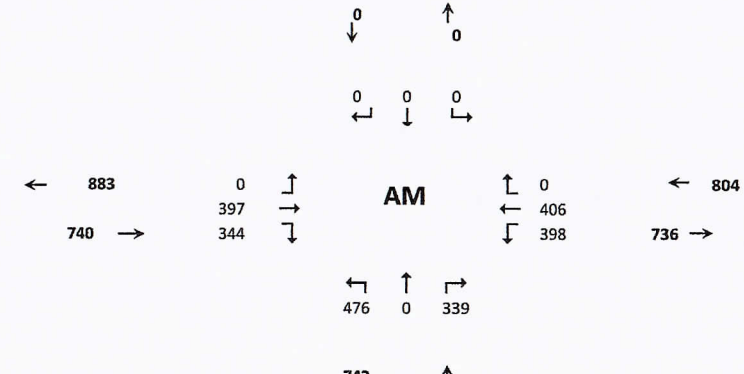
N/S STREET: Selvitz Rd **E/W STREET:** Edwards Rd **CONTROL:** Signalized

FILENAME: Fort Pierce Commerce Ctr

COUNT DATE: 4/21/2022 **DAY:** Tuesday **County** SLCo

REPORT DATE: **ANALYSIS YEAR:** 2023 AM with Project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	67	0	50	0	0	0	0	64	37	54	90	0	362	1862
7:15-7:30	88	0	55	0	0	0	0	79	49	86	114	0	471	2031
7:30-7:45	91	0	66	0	0	0	0	89	59	74	105	0	484	2091
7:45-8:00	97	0	80	0	0	0	0	102	70	85	111	0	545	2104
8:00-8:15	103	0	78	0	0	0	0	93	79	87	91	0	531	2020
8:15-8:30	115	0	61	0	0	0	0	97	73	102	83	0	531	
8:30-8:45	112	0	81	0	0	0	0	75	70	68	91	0	497	
8:45-9:00	88	0	70	0	0	0	0	66	60	78	99	0	461	



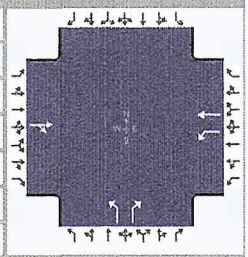
AM PEAK HOUR IS FROM:	7:45AM TO 8:45AM												
Volumes	427	0	300	0	0	0	0	367	292	342	376	0	2104
Season Factor	440	0	309	0	0	0	0	378	301	352	387	0	2167
Growth to 2023	462	0	324	0	0	0	0	397	316	370	406	0	2274
In/Out	OUT		OUT	OUT	OUT	OUT	IN		IN	IN		0	
Percentage	10%	0%	10%	0%	0%	0%	0%	0%	10%	10%		0%	
PROJECT	5	0	5	0	0	0	0	0	17	17	0	0	45
SUBPROJECTS													
%	5%	0%	5%	0%	0%	0%	0%	0%	5%	5%	0%	0%	
In/Out	OUT		OUT						IN	IN			
Volume	1	0	1	0	0	0	0	0	3	3	0	0	0
%	9.0%	0.0%	9.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.0%	9.0%	0.0%	0.0%	
In/Out	OUT		OUT			IN	OUT	OUT	IN	IN	IN		
Volume	7	0	7	0	0	0	0	0	7	7	0	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%	
In/Out			IN	out				0%		OUT	OUT	in	
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0
%	3.0%	0.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%	3.0%	0.0%	0.0%	
In/Out	OUT		OUT	IN					in	IN			
Volume	2	0	2	0	0	0	0	0	1	1	0	0	0
Subtotal	10	0	10	0	0	0	0	0	11	11	0	0	0
Total	476	0	339	0	0	0	0	397	344	398	406	0	2319

Seasonal Factor: 1.03
Growth Rate to 2021: 1
Growth Rate: 1.0495
Years Grown: 1

	Trips In	Trips Out
Project	174	50
Arcosa	59	16
Wawa at Midway/Selvitz	79	76
LTC Ranch	456	406
Ravinia	22	68

HCS Signalized Intersection Input Data

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM With Project	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM with project 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		397	344	398	406		476		339			

Signal Information			
Cycle, s	113.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	50.0	15.0	30.0	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0		5	6	7	8	
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		397	344	398	406		476		339			
Initial Queue (Q_b), veh/h		0	0	0	0		0		0			
Base Saturation Flow Rate (s_o), veh/h		1900	1900	1900	1900		1900		1900			
Parking (N_m), man/h		None			None			None				
Heavy Vehicles (P_{HV}), %		0		0	0		0		0			
Ped / Bike / RTOR, /h	0	0	0	0	0		0	0		0	0	
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0			
Arrival Type (AT)		3	3	3	3		3		3			
Upstream Filtering (I)		1.00	1.00	1.00	1.00		1.00		1.00			
Lane Width (W), ft		12.0		12.0	12.0		12.0		12.0			
Turn Bay Length, ft		0		0	0		0		0			
Grade (Pg), %		0			0			0			0	
Speed Limit, mi/h		35	35	35	35		35		35			

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s		50.0	15.0	50.0		30.0		
Yellow Change Interval (Y), s		4.0	4.0	4.0		4.0		
Red Clearance Interval (R_c), s		2.0	2.0	2.0		2.0		
Minimum Green (G_{min}), s		15	7	15		10		
Start-Up Lost Time (l_1), s		2.0	2.0	2.0	2.0			
Extension of Effective Green (e), s		2.0	2.0	2.0	2.0			
Passage (PT), s		2.0	2.0	2.0		2.0		
Recall Mode		Min	Off	Min		Off		
Dual Entry		Yes	No	Yes		Yes		
Walk ($Walk$), s		0.0				0.0		0.0
Pedestrian Clearance Time (PC), s		0.0				0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0				0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0				9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0		No	0.0	0	No		0	
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0			
Pedestrian Signal / Occupied Parking	No	0.50			0.50		No	0.50		No		

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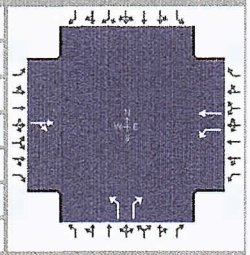
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM With Project	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM with project 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		397	344	398	406		476		339			

Signal Information			
Cycle, s	113.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

							1	2	3	4		
Green	50.0	15.0	30.0	0.0	0.0	0.0	5	6	7	8		
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	1.000	0.923		0.952	0.000		0.952	0.000				
Right-Turn Adjustment Factor (f_{RT})		0.000	0.923		1.000	1.000		0.000	0.847			
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000					
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	0	939	814	1810	1900	0	1810	0	1610			
Proportion of Vehicles Arriving on Green (P)	0.00	0.44	0.44	0.13	0.63	0.00	0.27	0.00	0.27	0.00	0.00	0.00
Incremental Delay Factor (k)		0.50		0.50	0.04		0.50		0.37			

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)		6.0	6.0	6.0		4.0		
Green Ratio (g/C)		0.44	0.56	0.63		0.27		
Permitted Saturation Flow Rate (s_p), veh/h/ln		963	687	0		1810		
Shared Saturation Flow Rate (s_{sh}), veh/h/ln		0						
Permitted Effective Green Time (g_p), s		0.0	48.0	0.0		0.0		
Permitted Service Time (g_u), s		0.0	0.0	0.0		0.0		
Permitted Queue Service Time (g_{ps}), s			0.0					
Time to First Blockage (g_f), s		50.0	0.0	0.0		0.0		
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln						0		
Protected Right Effective Green Time (g_R), s						0.0		

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.000	0.000	1.198	0.000	0.972	0.000
Pedestrian F_s / F_{delay}	0.000	0.150	0.000	0.082	0.000	0.162	0.000	0.162
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	265.49	42.50	1256.63	7.81		63.72	-88.50	61.61
Bicycle F_w / F_v	-3.64	1.33	-3.64	1.44	-3.64	Infinity	-3.64	

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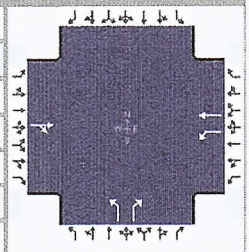
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM With Project	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM with project 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				

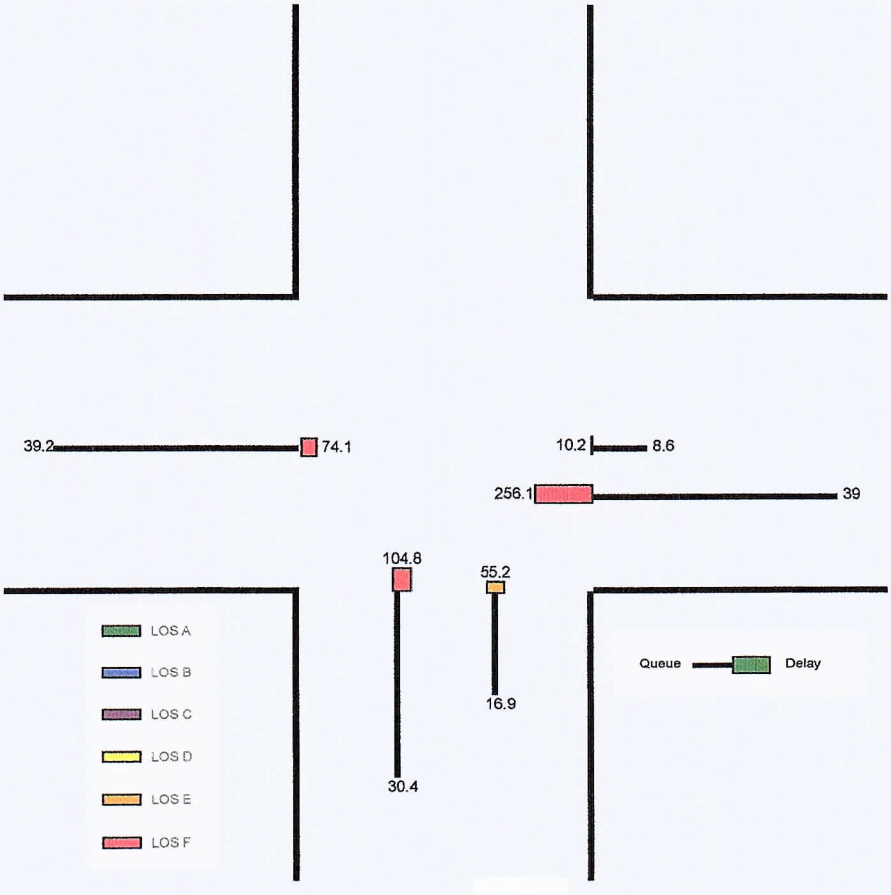


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		397	344	398	406		476		339			

Signal Information			
Cycle, s	113.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

							1	2	3	4		
Green	50.0	15.0	30.0	0.0	0.0	0.0	5	6	7	8		
Yellow	4.0	4.0	4.0	0.0	0.0	0.0						
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		39.2		39.0	8.6		30.4		16.9			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Control Delay (*d*), s/veh		74.1		256.1	10.2		104.8		55.2			
Level of Service (LOS)		F		F	B		F		E			
Approach Delay, s/veh / LOS	74.1	E		132.0	F		84.2	F		0.0		
Intersection Delay, s/veh / LOS	97.3						F					



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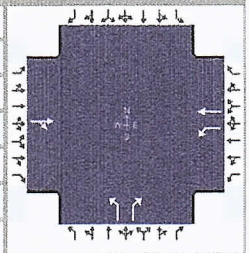
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	AM With Project	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz AM with project 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		397	344	398	406		476		339			

Signal Information			
Cycle, s	113.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	50.0	15.0		30.0	0.0	0.0	0.0					
Yellow	4.0	4.0		4.0	0.0	0.0	0.0					
Red	2.0	2.0		2.0	0.0	0.0	0.0	5	6	7	8	

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2	1	6		8		
Case Number		8.4	1.0	4.0		9.0		
Phase Duration, s		56.0	21.0	77.0		36.0		
Change Period, (*Y+R c*), s		6.0	6.0	6.0		6.0		
Max Allow Headway (*MAH*), s		3.2	3.1	3.1		3.2		
Queue Clearance Time (*g s*), s		52.0	17.0	14.7		32.0		
Green Extension Time (*g e*), s		0.0	0.0	1.7		0.0		
Phase Call Probability		1.00	1.00	1.00		1.00		
Max Out Probability		1.00	1.00	0.00		1.00		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12	1	6		3		18			
Adjusted Flow Rate (*v*), veh/h		805		433	441		517		368			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1753		1810	1900		1810		1610			
Queue Service Time (*g s*), s		50.0		15.0	12.7		30.0		24.6			
Cycle Queue Clearance Time (*g c*), s		50.0		15.0	12.7		30.0		24.6			
Green Ratio (*g/C*)		0.44		0.56	0.63		0.27		0.27			
Capacity (*c*), veh/h		776		304	1194		480		427			
Volume-to-Capacity Ratio (*X*)		1.038		1.423	0.370		1.077		0.862			
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)		39.2		39.0	8.6		30.4		16.9			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Uniform Delay (*d 1*), s/veh		31.5		47.4	10.2		41.5		39.5			
Incremental Delay (*d 2*), s/veh		42.6		208.7	0.1		63.3		15.7			
Initial Queue Delay (*d 3*), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		74.1		256.1	10.2		104.8		55.2			
Level of Service (LOS)		F		F	B		F		E			
Approach Delay, s/veh / LOS	74.1	E		132.0	F		84.2	F		0.0		
Intersection Delay, s/veh / LOS	97.3						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.95	B	0.68	A	1.96	B	1.73	B
Bicycle LOS Score / LOS	1.82	B	1.93	B		F		

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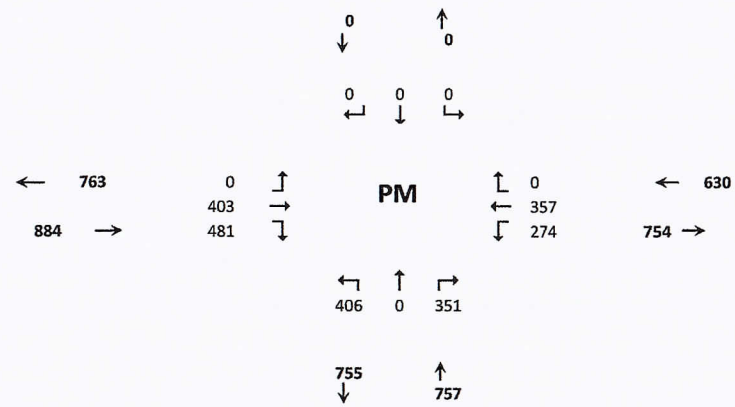
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Edwards Rd
CONTROL: Signalized
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 4/21/2022
DAY: Tuesday
County slco
REPORT DATE:
ANALYSIS YEAR: 2023 PM with project

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	70	0	63	0	0	0	0	85	82	43	76	0	419	1850
4:15-4:30	84	0	46	0	0	0	0	99	72	61	70	0	432	1963
4:30-4:45	77	0	84	0	0	0	0	96	97	53	86	0	493	2026
4:45-5:00	78	0	78	0	0	0	0	104	105	49	92	0	506	1970
5:00-5:15	102	0	79	0	0	0	0	81	123	71	76	0	532	1901
5:15-5:30	95	0	60	0	0	0	0	92	106	66	76	0	495	
5:30-5:45	86	0	45	0	0	0	0	89	86	61	70	0	437	
5:45-6:00	91	0	48	0	0	0	0	89	83	51	75	0	437	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	352	0	301	0	0	0	0	373	431	239	330	0	2026	
Season Factor	363	0	310	0	0	0	0	384	444	246	340	0	2087	
Growth to 2021	363	0	310	0	0	0	0	384	444	246	340	0	2087	
Growth to 2023	381	0	325	0	0	0	0	403	466	258	357	0	2190	
In/Out	OUT	0	OUT	OUT	OUT	OUT	IN	0	IN	IN	0	0		
Percentage	10%	0%	10%	0%	0%	0%	0%	0%	10%	10%	0%	0%		
PROJECT	17	0	17	0	0	0	0	0	6	6	0	0	47	
SUBPROJECTS														
%	5%	0%	5%	0%	0%	0%	0%	0%	5%	5%	0%	0.0%		
In/Out	OUT	0%	OUT	0%	0%	0%	0%	0%	IN	IN	0%	0.0%		
Volume	2	0	2	0	0	0	0	0	1	1	0	0	0	
%	9.0%	0.0%	9.0%	0.0%	0.0%	0.0%	0.0%	0.0%	9.0%	9.0%	0.0%	0.0%		
In/Out	OUT	0.0%	OUT	0.0%	0.0%	IN	OUT	OUT	IN	IN	IN			
Volume	6	0	6	0	0	0	0	0	6	6	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out	0.0%	0.0%	IN	out	0.0%	0.0%	0.0%	0.0%	0.0%	OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	3.0%	0.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%	3.0%	0.0%	0.0%		
In/Out	OUT	0.0%	OUT	IN	0.0%	0.0%	0.0%	0.0%	in	IN	0.0%			
Volume	1	0	1	0	0	0	0	0	2	2	0	0	0	
Subtotal	9	0	9	0	0	0	0	0	9	9	0	0	0	
Total	406	0	351	0	0	0	0	403	481	274	357	0	2237	

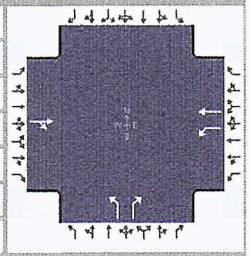


	Trips In	Trips Out
Project	63	172
Arcosa	21	34
Wawa at Midway/Selvitz	62	62
LTC Ranch	580	743
Ravinia	77	44

D-87

HCS Signalized Intersection Input Data

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM With Project	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM with project 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		403	481	274	357		406		351			

Signal Information			
Cycle, s	112.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	50.0	15.0	29.1	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0		5	6	7	8	
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		403	481	274	357		406		351			
Initial Queue (Q_b), veh/h		0	0	0	0		0		0			
Base Saturation Flow Rate (s_o), veh/h		1900	1900	1900	1900		1900		1900			
Parking (N_m), man/h		None			None			None				
Heavy Vehicles (P_{HV}), %		0		0	0		0		0			
Ped / Bike / RTOR, /h	0	0	0	0	0		0	0		0	0	
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0			
Arrival Type (AT)		3	3	3	3		3		3			
Upstream Filtering (I)		1.00	1.00	1.00	1.00		1.00		1.00			
Lane Width (W), ft		12.0		12.0	12.0		12.0		12.0			
Turn Bay Length, ft		0		0	0		0		0			
Grade (Pg), %		0			0			0			0	
Speed Limit, mi/h		35	35	35	35		35		35			

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s		50.0	15.0	50.0		30.0		
Yellow Change Interval (Y), s		4.0	4.0	4.0		4.0		
Red Clearance Interval (R_c), s		2.0	2.0	2.0		2.0		
Minimum Green (G_{min}), s		15	7	15		10		
Start-Up Lost Time (l_t), s		2.0	2.0	2.0	2.0			
Extension of Effective Green (e), s		2.0	2.0	2.0	2.0			
Passage (PT), s		2.0	2.0	2.0		2.0		
Recall Mode		Min	Off	Min		Off		
Dual Entry		Yes	No	Yes		Yes		
Walk ($Walk$), s		0.0				0.0		0.0
Pedestrian Clearance Time (PC), s		0.0				0.0		0.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0.0	No	25.0				0.0	No	25.0	0.0	No	25.0
Walkway / Crosswalk Width / Length, ft	9.0	12.0	0.0				9.0	12.0	0.0	9.0	12.0	0.0
Street Width / Island / Curb, ft	0.0	0	No	0.0		No	0.0	0	No		0	
Width Outside / Bike Lane / Shoulder, ft	12.0	5.0	2.0	12.0	5.0	2.0	12.0	5.0	2.0			
Pedestrian Signal / Occupied Parking	No	0.50			0.50		No	0.50		No		

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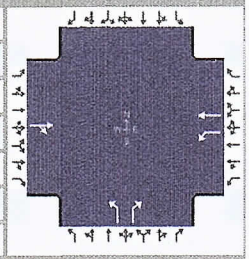
HCS Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM With Project	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM with project 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h		403	481	274	357		406		351			

Signal Information			
Cycle, s	112.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	50.0	15.0		29.1	0.0	0.0	0.0					
Yellow	4.0	4.0		4.0	0.0	0.0	0.0					
Red	2.0	2.0		2.0	0.0	0.0	0.0	5	6	7	8	

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)												
Heavy Vehicles and Grade Factor (f_{HVg})												
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000
Area Type Adjustment Factor (f_a)												
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	1.000	0.911		0.952	0.000		0.952	0.000				
Right-Turn Adjustment Factor (f_{RT})		0.000	0.911		1.000	1.000		0.000	0.847			
Left-Turn Pedestrian Adjustment Factor (f_{Lpb})	1.000			1.000			1.000					
Right-Turn Ped-Bike Adjustment Factor (f_{Rpb})			1.000			1.000			1.000			
Work Zone Adjustment Factor (f_{wz})												
DDI Factor (f_{DDI})												
Movement Saturation Flow Rate (s), veh/h	0	789	942	1810	1900	0	1810	0	1610			
Proportion of Vehicles Arriving on Green (P)	0.00	0.45	0.45	0.13	0.63	0.00	0.26	0.00	0.26	0.00	0.00	0.00
Incremental Delay Factor (k)		0.50		0.47	0.04		0.42		0.39			

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)		6.0	6.0	6.0		4.0		
Green Ratio (g/C)		0.45	0.56	0.63		0.26		
Permitted Saturation Flow Rate (s_p), veh/h/ln		1011	594	0		1810		
Shared Saturation Flow Rate (s_{sh}), veh/h/ln		0						
Permitted Effective Green Time (g_p), s		0.0	48.0	0.0		0.0		
Permitted Service Time (g_u), s		0.0	0.0	0.0		0.0		
Permitted Queue Service Time (g_{ps}), s			0.0					
Time to First Blockage (g_f), s		50.0	0.0	0.0		0.0		
Queue Service Time Before Blockage (g_{fs}), s								
Protected Right Saturation Flow (s_R), veh/h/ln						0		
Protected Right Effective Green Time (g_R), s						0.0		

Multimodal	EB		WB		NB		SB	
Pedestrian F_w / F_v	1.198	0.000	0.000	0.000	1.198	0.000	0.972	0.000
Pedestrian F_s / F_{delay}	0.000	0.150	0.000	0.081	0.000	0.161	0.000	0.161
Pedestrian M_{corner} / M_{cw}	0.00		0.00		0.00		0.00	
Bicycle c_b / d_b	267.57	42.06	1266.48	7.54		63.28	-89.19	61.17
Bicycle F_w / F_v	-3.64	1.59	-3.64	1.13	-3.64	Infinity	-3.64	

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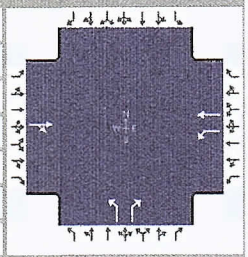
HCS Signalized Intersection Results Graphical Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM With Project	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM with project 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				

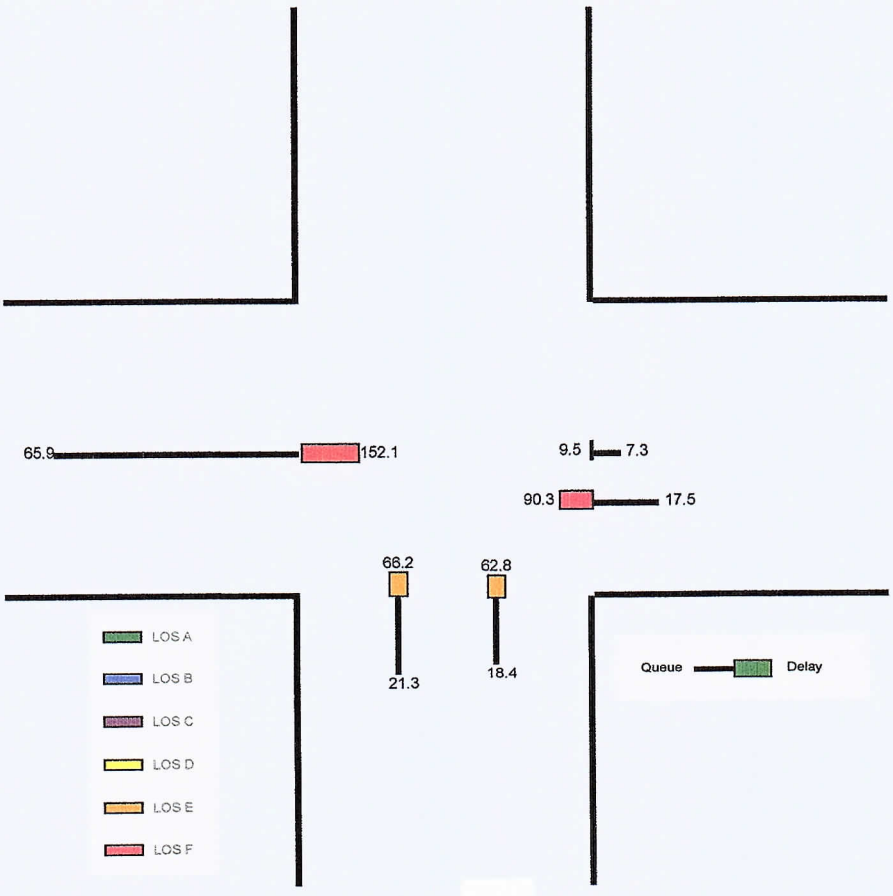


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		403	481	274	357		406		351			

Signal Information			
Cycle, s	112.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	50.0	15.0	29.1	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0		5	6	7	8	
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		65.9		17.5	7.3		21.3		18.4			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Control Delay (*d*), s/veh		152.1		90.3	9.5		66.2		62.8			
Level of Service (LOS)		F		F	A		E		E			
Approach Delay, s/veh / LOS	152.1		F	44.6		D	64.6		E	0.0		
Intersection Delay, s/veh / LOS	93.1						F					



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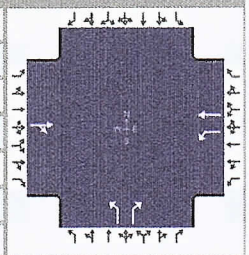
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	OREP			Duration, h	0.250
Analyst	MM	Analysis Date	5/13/2022	Area Type	Other
Jurisdiction	SLCO	Time Period	PM With Project	PHF	0.92
Urban Street	Edwards Road	Analysis Year	2023	Analysis Period	1> 7:00
Intersection	Edwards and Selvitz	File Name	Edwards and Selvitz PM with project 5.11.2022.xus		
Project Description	Ft. Pierce Commerce (Energy/Selvitz)				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h		403	481	274	357		406		351			

Signal Information			
Cycle, s	112.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

							1	2	3	4		
Green	50.0	15.0	29.1	0.0	0.0	0.0						
Yellow	4.0	4.0	4.0	0.0	0.0	0.0	5	6	7	8		
Red	2.0	2.0	2.0	0.0	0.0	0.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2	1	6		8		
Case Number		8.4	1.0	4.0		9.0		
Phase Duration, s		56.0	21.0	77.0		35.1		
Change Period, (*Y+R c*), s		6.0	6.0	6.0		6.0		
Max Allow Headway (*MAH*), s		3.2	3.1	3.1		3.2		
Queue Clearance Time (*g s*), s		52.0	16.4	12.6		28.8		
Green Extension Time (*g e*), s		0.0	0.0	1.3		0.4		
Phase Call Probability		1.00	1.00	1.00		1.00		
Max Out Probability		1.00	1.00	0.00		1.00		

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement		2	12	1	6		3		18			
Adjusted Flow Rate (*v*), veh/h		961		298	388		441		382			
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1731		1810	1900		1810		1610			
Queue Service Time (*g s*), s		50.0		14.4	10.6		26.8		25.8			
Cycle Queue Clearance Time (*g c*), s		50.0		14.4	10.6		26.8		25.8			
Green Ratio (*g/C*)		0.45		0.56	0.63		0.26		0.26			
Capacity (*c*), veh/h		772		306	1203		470		418			
Volume-to-Capacity Ratio (*X*)		1.245		0.972	0.323		0.939		0.912			
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)		65.9		17.5	7.3		21.3		18.4			
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00		0.00	0.00		0.00		0.00			
Uniform Delay (*d 1*), s/veh		31.1		46.7	9.5		40.6		40.3			
Incremental Delay (*d 2*), s/veh		121.1		43.6	0.1		25.6		22.5			
Initial Queue Delay (*d 3*), s/veh		0.0		0.0	0.0		0.0		0.0			
Control Delay (*d*), s/veh		152.1		90.3	9.5		66.2		62.8			
Level of Service (LOS)		F		F	A		E		E			
Approach Delay, s/veh / LOS	152.1	F		44.6	D		64.6	E		0.0		
Intersection Delay, s/veh / LOS	93.1						F					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.95	B	0.68	A	1.96	B	1.73	B
Bicycle LOS Score / LOS	2.07	B	1.62	B		F		

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St. Lucie County

ECONOLITE

MOVING TRAFFIC FORWARD

00012 - EDWARDS RD @ SELVITZ RD - - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Ø in use

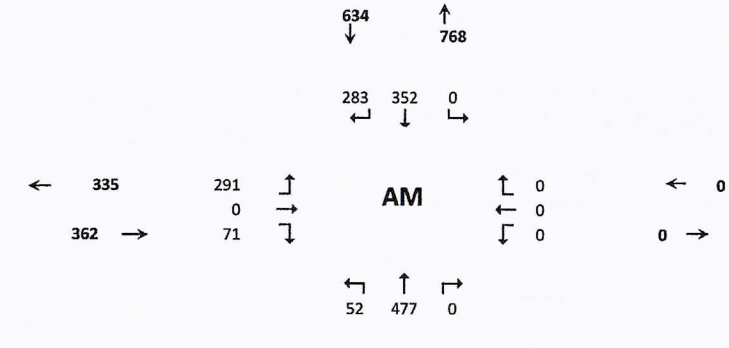
Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N	E-T	N	N-T	E-L	W-T	N-L	N-T	N	N	N	N	N	N	N	N
Min Green	0	15	0	10	7	15	0	0	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	0	0	0	0	0	0	0	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	0	0	0	0	0	0	0	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	0.0	5.0	0.0	7.0	5.0	5.0	0.0	0.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	0	50	0	35	15	50	0	0	35	35	35	35	35	35	35	35
Max2	0	0	0	0	0	0	0	0	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	0.0	4.0	0.0	4.0	4.0	4.0	0.0	0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	0.0	2.0	0.0	2.0	2.0	2.0	0.0	0.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	0.0	2.0	0.0	2.0	0.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Glades Cut off
CONTROL: Signalized
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 4/14/2022
DAY: Tuesday
County SLCo
REPORT DATE:
ANALYSIS YEAR: Existing

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	12	87	0	0	57	36	40	0	12	0	0	0	244	1219
7:15-7:30	15	84	0	0	76	57	40	0	14	0	0	0	286	1368
7:30-7:45	18	121	0	0	72	46	37	0	20	0	0	0	314	1460
7:45-8:00	21	114	0	0	90	73	55	0	22	0	0	0	375	1496
8:00-8:15	14	128	0	0	83	83	66	0	19	0	0	0	393	1457
8:15-8:30	10	102	0	0	88	78	83	0	17	0	0	0	378	
8:30-8:45	6	124	0	0	84	43	81	0	12	0	0	0	350	
8:45-9:00	9	109	0	0	103	46	60	0	9	0	0	0	336	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM											
Volumes	51	468	0	0	345	277	285	0	70	0	0	0	1496	
Season Factor	52	477	0	0	352	283	291	0	71	0	0	0	1526	
Growth to 2023	52	477	0	0	352	283	291	0	71	0	0	0	1526	
In/Out		OUT		0	IN	0	0					0		
Percentage		20%		0%	20%	0%	0%					0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0%	10%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%		
In/Out	OUT	out	OUT			IN			IN	IN				
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	18.0%	0.0%	0.0%	18.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN	IN	OUT	OUT	IN		IN	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%		
In/Out			IN	out				0%		OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT	IN	IN	IN					OUT		OUT		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	52	477	0	0	352	283	291	0	71	0	0	0	1526	



Seasonal Factor: 1.02
Growth Rate to 2021: 1
Growth Rate: 1.0495
Years Grown: 0

	Trips In	Trips Out
Project	0	0
Arcosa	0	0
Wawa at Midway/Selvitz	0	0
LTC Ranch	0	0
Ravinia	0	0

D-93

HCS Two-Way Stop-Control Report

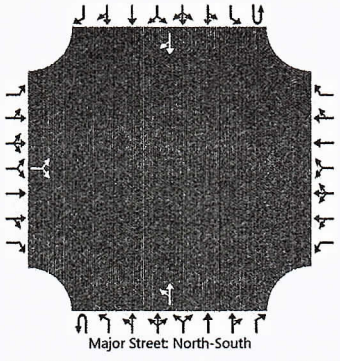
General Information

Analyst	MM
Agency/Co.	O'REP
Date Performed	5/13/2022
Analysis Year	2022
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Ft Pierce CC (Energy/Selvitz)

Site Information

Intersection	Glades Cut Off and Selvitz
Jurisdiction	St Lucie County
East/West Street	Glades Cut Off
North/South Street	Selvitz
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		291		71						52	477				352	283
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			381							55						
Capacity, c (veh/h)			234							917						
v/c Ratio			1.63							0.06						
95% Queue Length, Q_{95} (veh)			24.2							0.2						
Control Delay (s/veh)			337.5							9.2	0.8					
Level of Service (LOS)			F							A	A					
Approach Delay (s/veh)		337.5								1.6						
Approach LOS		F								A						

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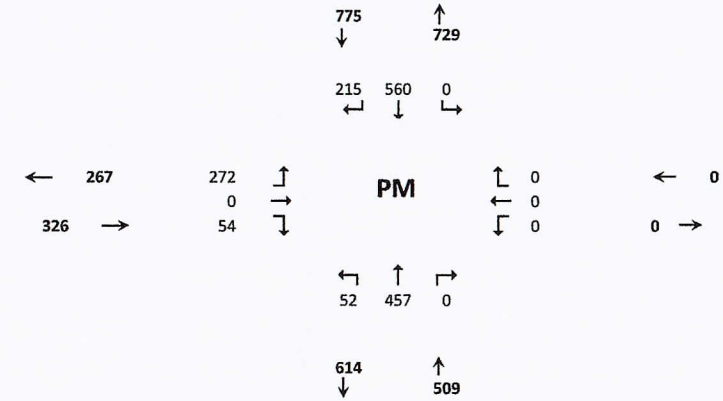
HCS™ TWSC Version 2022
C1.Glades.Selvitz.existingAM.5.13.2022.xtw

Generated: 5/13/2022 11:58:08 AM

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Glades Cut off
CONTROL: Signalized
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 4/14/2022
DAY: Tuesday
County slco
REPORT DATE:
ANALYSIS YEAR: Existing

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	12	93	0	0	91	56	53	0	14	0	0	0	319	1346
4:15-4:30	8	60	0	0	96	45	58	0	18	0	0	0	285	1477
4:30-4:45	8	106	0	0	121	57	70	0	14	0	0	0	376	1579
4:45-5:00	18	108	0	0	128	47	53	0	12	0	0	0	366	1543
5:00-5:15	15	120	0	0	159	60	80	0	16	0	0	0	450	1498
5:15-5:30	10	114	0	0	141	47	64	0	11	0	0	0	387	
5:30-5:45	9	98	0	0	123	44	53	0	13	0	0	0	340	
5:45-6:00	12	101	0	0	110	29	60	0	9	0	0	0	321	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	51	448	0	0	549	211	267	0	53	0	0	0	1579	
Season Factor	52	457	0	0	560	215	272	0	54	0	0	0	1611	
Growth to 2023	52	457	0	0	560	215	272	0	54	0	0	0	1611	
In/Out	0	OUT	0	0	IN	0	0	0	0	0	0	0		
Percentage	0%	20%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0%	10%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%		
In/Out	OUT	out	OUT			IN			IN	IN				
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	18.0%	0.0%	0.0%	18.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN	IN	OUT	OUT	IN		IN	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%		
In/Out			IN	out				0%		OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT	IN	IN	IN					OUT		OUT		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	52	457	0	0	560	215	272	0	54	0	0	0	1611	



Project	Trips In	Trips Out
	0	0
Arcosa	0	0
Wawa at Midway/Selvitz	0	0
LTC Ranch	0	0
Ravinia	0	0

D-95

HCS Two-Way Stop-Control Report

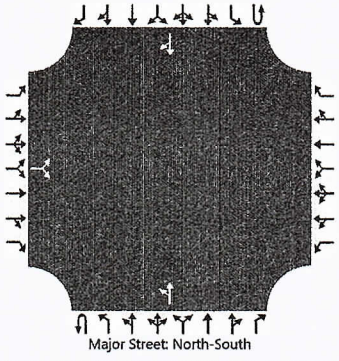
General Information

Analyst	MM
Agency/Co.	O'REP
Date Performed	5/13/2022
Analysis Year	2022
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Ft Pierce CC (Energy/Selvitz)

Site Information

Intersection	Glades Cut Off and Selvitz
Jurisdiction	St Lucie County
East/West Street	Glades Cut Off
North/South Street	Selvitz
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		272		54						52	457				560	215
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			343							55						
Capacity, c (veh/h)			181							807						
v/c Ratio			1.90							0.07						
95% Queue Length, Q_{95} (veh)			25.3							0.2						
Control Delay (s/veh)			466.3							9.8	0.9					
Level of Service (LOS)			F							A	A					
Approach Delay (s/veh)		466.3								1.8						
Approach LOS		F								A						

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C1.Glades.Selvitz.existingPM.5.13.2022.xtw

Generated: 5/13/2022 12:00:51 PM

TURNING MOVEMENT VOLUME COUNTS

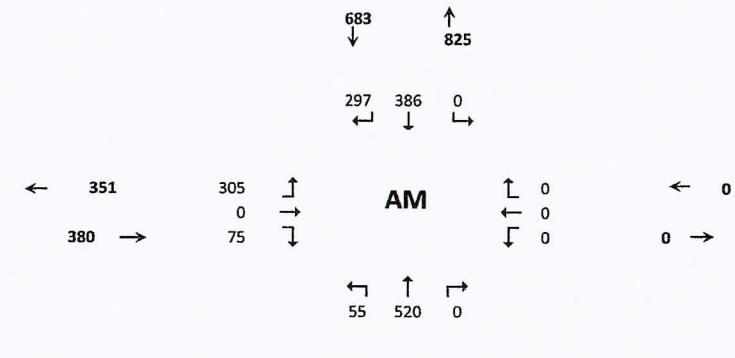
N/S STREET: Selvitz Rd **E/W STREET:** Glades Cut off **CONTROL:** Signalized

FILENAME: Fort Pierce Commerce Ctr

COUNT DATE: 4/14/2022 **DAY:** Tuesday **County** SLCo

REPORT DATE: **ANALYSIS YEAR:** 2023 AM without project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	12	87	0	0	57	36	40	0	12	0	0	0	244	1219
7:15-7:30	15	84	0	0	76	57	40	0	14	0	0	0	286	1368
7:30-7:45	18	121	0	0	72	46	37	0	20	0	0	0	314	1460
7:45-8:00	21	114	0	0	90	73	55	0	22	0	0	0	375	1496
8:00-8:15	14	128	0	0	83	83	66	0	19	0	0	0	393	1457
8:15-8:30	10	102	0	0	88	78	83	0	17	0	0	0	378	
8:30-8:45	6	124	0	0	84	43	81	0	12	0	0	0	350	
8:45-9:00	9	109	0	0	103	46	60	0	9	0	0	0	336	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM											
Volumes	51	468	0	0	345	277	285	0	70	0	0	0	1496	
Season Factor	52	477	0	0	352	283	291	0	71	0	0	0	1526	
Growth to 2023	55	501	0	0	369	297	305	0	75	0	0	0	1601	
In/Out		OUT		0	IN	0	0					0		
Percentage		20%		0%	20%	0%	0%					0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0%	10%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%		
In/Out	OUT	out	OUT			IN			IN	IN				
Volume	0	2	0	0	2	0	0	0	0	0	0	0	0	
%	0.0%	18.0%	0.0%	0.0%	18.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN	IN	OUT	OUT	IN		IN	in		
Volume	0	14	0	0	14	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%		
In/Out			IN	out				0%		OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT	IN	IN	IN					OUT		OUT		
Volume	0	4	0	0	1	0	0	0	0	0	0	0	0	
Subtotal	0	19	0	0	17	0	0	0	0	0	0	0	0	
Total	55	520	0	0	386	297	305	0	75	0	0	0	1601	



		Trips In	Trips Out
Seasonal Factor:	1.02		
Growth Rate to 2021:	1		
Growth Rate:	1.0495		
Years Grown:	1		
Project		0	0
Arcosa		59	16
Wawa at Midway/Selvitz		79	76
LTC Ranch		456	406
Ravinia		22	68

HCS Two-Way Stop-Control Report

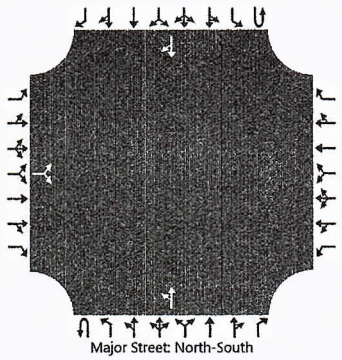
General Information

Analyst	MM
Agency/Co.	O'REP
Date Performed	5/13/2022
Analysis Year	2022
Time Analyzed	AM Peak Hour-W/O Project
Intersection Orientation	North-South
Project Description	Ft Pierce CC (Energy/Selvitz) - Without Project

Site Information

Intersection	Glades Cut Off and Selvitz
Jurisdiction	St Lucie County
East/West Street	Glades Cut Off
North/South Street	Selvitz
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		305		75						55	520				386	297
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			400							58						
Capacity, c (veh/h)			204							878						
v/c Ratio			1.96							0.07						
95% Queue Length, Q_{95} (veh)			29.5							0.2						
Control Delay (s/veh)			486.6							9.4	0.9					
Level of Service (LOS)			F							A	A					
Approach Delay (s/veh)		486.6								1.7						
Approach LOS		F								A						

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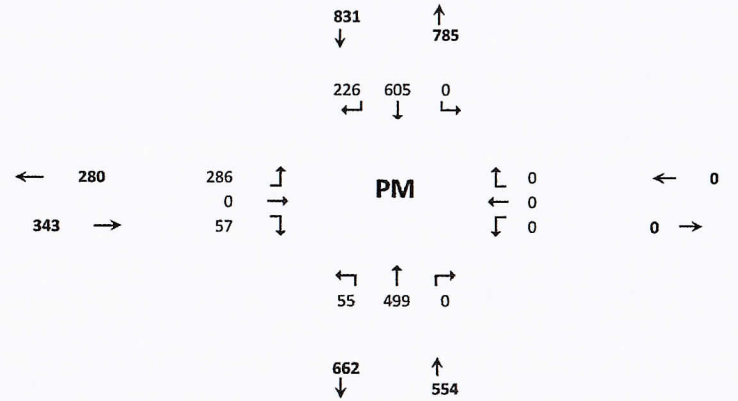
C1.Glades.Selvitz.AMwithout.5.13.2022.xtw

Generated: 5/13/2022 12:14:21 PM

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Glades Cut off
CONTROL: Signalized
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 4/14/2022
DAY: Tuesday
County slco
REPORT DATE:
ANALYSIS YEAR: 2023 PM without project

	Northbound			Southbound			Eastbound			Westbound				
15 Min Period lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	12	93	0	0	91	56	53	0	14	0	0	0	319	1346
4:15-4:30	8	60	0	0	96	45	58	0	18	0	0	0	285	1477
4:30-4:45	8	106	0	0	121	57	70	0	14	0	0	0	376	1579
4:45-5:00	18	108	0	0	128	47	53	0	12	0	0	0	366	1543
5:00-5:15	15	120	0	0	159	60	80	0	16	0	0	0	450	1498
5:15-5:30	10	114	0	0	141	47	64	0	11	0	0	0	387	
5:30-5:45	9	98	0	0	123	44	53	0	13	0	0	0	340	
5:45-6:00	12	101	0	0	110	29	60	0	9	0	0	0	321	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	51	448	0	0	549	211	267	0	53	0	0	0	1579	
Season Factor	52	457	0	0	560	215	272	0	54	0	0	0	1611	
Growth to 2023	55	480	0	0	588	226	286	0	57	0	0	0	1690	
In/Out	0	OUT	0	0	IN	0	0	0	0	0	0	0		
Percentage	0%	20%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0%	10%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%		
In/Out	OUT	out	OUT			IN			IN	IN				
Volume	0	2	0	0	2	0	0	0	0	0	0	0	0	
%	0.0%	18.0%	0.0%	0.0%	18.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN	IN	OUT	OUT	IN		IN	in		
Volume	0	14	0	0	14	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%		
In/Out			IN	out				0%		OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT	IN	IN	IN					OUT		OUT		
Volume	0	4	0	0	1	0	0	0	0	0	0	0	0	
Subtotal	0	19	0	0	17	0	0	0	0	0	0	0	0	
Total	55	499	0	0	605	226	286	0	57	0	0	0	1690	



	Trips In	Trips Out
Project	0	0
Arcosa	59	16
Wawa at Midway/Selvitz	79	76
LTC Ranch	456	406
Ravinia	22	68

HCS Two-Way Stop-Control Report

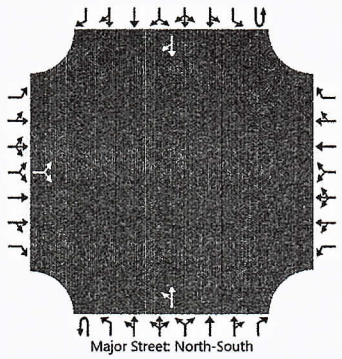
General Information

Analyst	MM
Agency/Co.	O'REP
Date Performed	5/13/2022
Analysis Year	2022
Time Analyzed	PM Peak Hour-W/O Project
Intersection Orientation	North-South
Project Description	Ft Pierce CC (Energy/Selvitz) - Without Project

Site Information

Intersection	Glades Cut Off and Selvitz
Jurisdiction	St Lucie County
East/West Street	Glades Cut Off
North/South Street	Selvitz
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		286		57						55	499				605	226
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			361							58						
Capacity, c (veh/h)			155							767						
v/c Ratio			2.33							0.08						
95% Queue Length, Q_{95} (veh)			30.2							0.2						
Control Delay (s/veh)			663.7							10.1	1.1					
Level of Service (LOS)			F							B	A					
Approach Delay (s/veh)		663.7								2.0						
Approach LOS		F								A						

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TURNING MOVEMENT VOLUME COUNTS

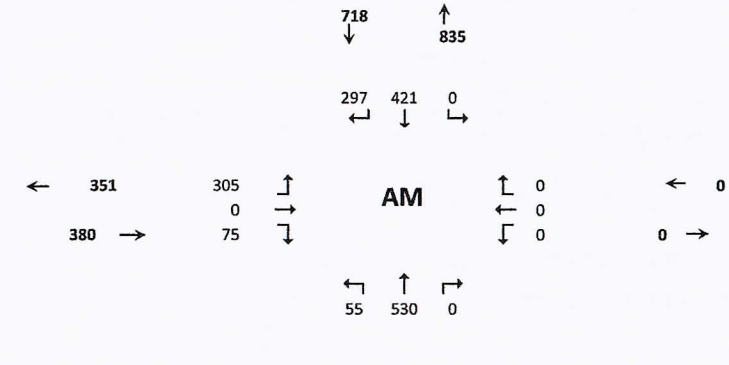
N/S STREET: Selvitz Rd **E/W STREET:** Glades Cut off **CONTROL:** Signalized

FILENAME: Fort Pierce Commerce Ctr

COUNT DATE: 4/14/2022 **DAY:** Tuesday **County** SLCo

REPORT DATE: **ANALYSIS YEAR:** 2023 AM with project

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	12	87	0	0	57	36	40	0	12	0	0	0	244	1219
7:15-7:30	15	84	0	0	76	57	40	0	14	0	0	0	286	1368
7:30-7:45	18	121	0	0	72	46	37	0	20	0	0	0	314	1460
7:45-8:00	21	114	0	0	90	73	55	0	22	0	0	0	375	1496
8:00-8:15	14	128	0	0	83	83	66	0	19	0	0	0	393	1457
8:15-8:30	10	102	0	0	88	78	83	0	17	0	0	0	378	
8:30-8:45	6	124	0	0	84	43	81	0	12	0	0	0	350	
8:45-9:00	9	109	0	0	103	46	60	0	9	0	0	0	336	



AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM											
Volumes	51	468	0	0	345	277	285	0	70	0	0	0	1496	
Season Factor	52	477	0	0	352	283	291	0	71	0	0	0	1526	
Growth to 2023	55	501	0	0	369	297	305	0	75	0	0	0	1601	
In/Out		OUT		0	IN	0	0					0		
Percentage		20%		0%	20%	0%	0%					0%		
PROJECT	0	10	0	0	35	0	0	0	0	0	0	0	45	
SUBPROJECTS														
%	0%	10%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%		
In/Out	OUT	out	OUT			IN			IN	IN				
Volume	0	2	0	0	2	0	0	0	0	0	0	0	0	
%	0.0%	18.0%	0.0%	0.0%	18.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN	IN	OUT	OUT	IN		IN	in		
Volume	0	14	0	0	14	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%		
In/Out			IN	out				0%		OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT	IN	IN	IN					OUT		OUT		
Volume	0	4	0	0	1	0	0	0	0	0	0	0	0	
Subtotal	0	19	0	0	17	0	0	0	0	0	0	0	0	
Total	55	530	0	0	421	297	305	0	75	0	0	0	1646	

Seasonal Factor: 1.02
Growth Rate to 2021: 1
Growth Rate: 1.0495
Years Grown: 1

	Trips In	Trips Out
Project	174	50
Arcosa	59	16
Wawa at Midway/Selvitz	79	76
LTC Ranch	456	406
Ravinia	22	68

HCS Two-Way Stop-Control Report

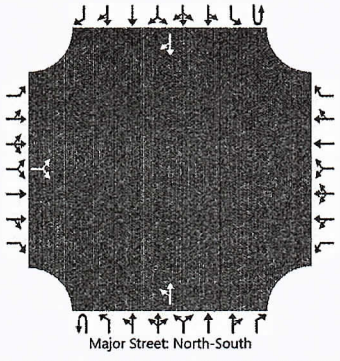
General Information

Analyst	MM
Agency/Co.	O'REP
Date Performed	5/13/2022
Analysis Year	2022
Time Analyzed	AM Peak Hour-With Project
Intersection Orientation	North-South
Project Description	Ft Pierce CC (Energy/Selvitz) - With Project

Site Information

Intersection	Glades Cut Off and Selvitz
Jurisdiction	St Lucie County
East/West Street	Glades Cut Off
North/South Street	Selvitz
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		305		75						55	530				421	297
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			400							58						
Capacity, c (veh/h)			191							850						
v/c Ratio			2.10							0.07						
95% Queue Length, Q_{95} (veh)			31.0							0.2						
Control Delay (s/veh)			550.8							9.5	0.9					
Level of Service (LOS)			F							A	A					
Approach Delay (s/veh)		550.8								1.8						
Approach LOS		F								A						

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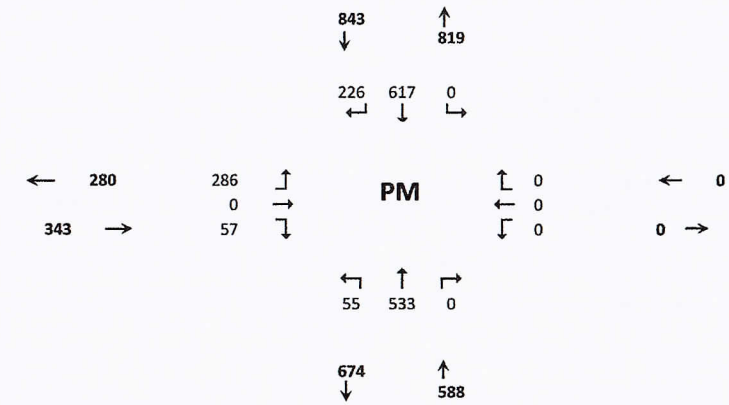
HCS™ TWSC Version 2022
C1.Glades.Selvitz.AMwithproject.5.13.2022.xtw

Generated: 5/13/2022 12:13:26 PM

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Selvitz Rd
E/W STREET: Glades Cut off
CONTROL: Signalized
FILENAME: Fort Pierce Commerce Ctr
COUNT DATE: 4/14/2022
DAY: Tuesday
County slco
REPORT DATE:
ANALYSIS YEAR: 2023 PM with project

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	12	93	0	0	91	56	53	0	14	0	0	0	319	1346
4:15-4:30	8	60	0	0	96	45	58	0	18	0	0	0	285	1477
4:30-4:45	8	106	0	0	121	57	70	0	14	0	0	0	376	1579
4:45-5:00	18	108	0	0	128	47	53	0	12	0	0	0	366	1543
5:00-5:15	15	120	0	0	159	60	80	0	16	0	0	0	450	1498
5:15-5:30	10	114	0	0	141	47	64	0	11	0	0	0	387	
5:30-5:45	9	98	0	0	123	44	53	0	13	0	0	0	340	
5:45-6:00	12	101	0	0	110	29	60	0	9	0	0	0	321	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	51	448	0	0	549	211	267	0	53	0	0	0	1579	
Season Factor	52	457	0	0	560	215	272	0	54	0	0	0	1611	
Growth to 2023	55	480	0	0	588	226	286	0	57	0	0	0	1690	
In/Out	0	OUT	0	0	IN	0	0	0	0	0	0	0		
Percentage	0%	20%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	34	0	0	13	0	0	0	0	0	0	0	47	
SUBPROJECTS														
%	0%	10%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%		
In/Out	OUT	out	OUT			IN			IN	IN				
Volume	0	2	0	0	2	0	0	0	0	0	0	0	0	
%	0.0%	18.0%	0.0%	0.0%	18.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN	IN	OUT	OUT	IN		IN	in		
Volume	0	14	0	0	14	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%		
In/Out			IN	out				0%		OUT	OUT	in		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT	IN	IN	IN					OUT		OUT		
Volume	0	4	0	0	1	0	0	0	0	0	0	0	0	
Subtotal	0	19	0	0	17	0	0	0	0	0	0	0	0	
Total	55	533	0	0	617	226	286	0	57	0	0	0	1737	



	Trips In	Trips Out
Project	63	172
Arcosa	59	16
Wawa at Midway/Selvitz	79	76
LTC Ranch	456	406
Ravinia	22	68

D-103

HCS Two-Way Stop-Control Report

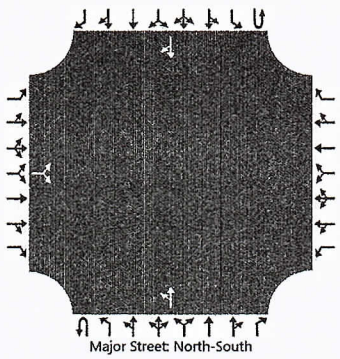
General Information

Analyst	MM
Agency/Co.	O'REP
Date Performed	5/13/2022
Analysis Year	2022
Time Analyzed	PM Peak Hour-With Project
Intersection Orientation	North-South
Project Description	Ft Pierce CC (Energy/Selvitz) - With Project

Site Information

Intersection	Glades Cut Off and Selvitz
Jurisdiction	St Lucie County
East/West Street	Glades Cut Off
North/South Street	Selvitz
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		286		57						55	533				617	226
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			361							58						
Capacity, c (veh/h)			145							759						
v/c Ratio			2.49							0.08						
95% Queue Length, Q_{95} (veh)			31.4							0.2						
Control Delay (s/veh)			741.7							10.1	1.1					
Level of Service (LOS)			F							B	A					
Approach Delay (s/veh)		741.7								2.0						
Approach LOS		F								A						

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HCS7 Two-Way Stop-Control Report

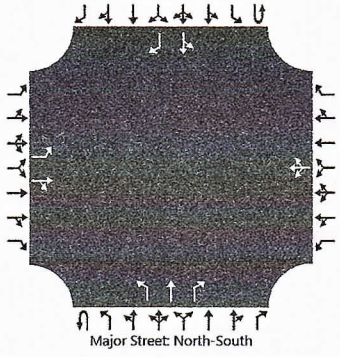
General Information

Analyst	SOR
Agency/Co.	OREP
Date Performed	12/7/2021
Analysis Year	2023
Time Analyzed	AM
Intersection Orientation	North-South
Project Description	Ft. Pierce Commerce Ctr.

Site Information

Intersection	Energy and Selvitz
Jurisdiction	Stuart
East/West Street	Energy Lane
North/South Street	Selvitz
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	1	0		0	1	0	0	1	1	1	0	0	1	1
Configuration		L		TR			LTR			L	T	R		LT		R
Volume (veh/h)		18	0	39		0	0	0		131	602	0		0	395	61
Percent Heavy Vehicles (%)		10	10	10		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized										No				No		
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.20	6.60	6.30		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.59	4.09	3.39		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		20		42			0			142				0		
Capacity, c (veh/h)		206		609						1063				928		
v/c Ratio		0.09		0.07						0.13				0.00		
95% Queue Length, Q_{95} (veh)		0.3		0.2						0.5				0.0		
Control Delay (s/veh)		24.3		11.4						8.9				8.9		
Level of Service (LOS)		C		B						A				A		
Approach Delay (s/veh)		15.4								1.6				0.0		
Approach LOS		C														

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HCS7 Two-Way Stop-Control Report

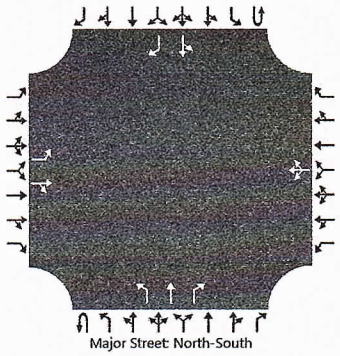
General Information

Analyst	SOR
Agency/Co.	OREP
Date Performed	12/7/2021
Analysis Year	2023
Time Analyzed	PM
Intersection Orientation	North-South
Project Description	Ft. Pierce Commerce Ctr.

Site Information

Intersection	Energy and Selvitz
Jurisdiction	Stuart
East/West Street	Energy Lane
North/South Street	Selvitz
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	1	0		0	1	0	0	1	1	1	0	0	1	1
Configuration		L		TR			LTR			L	T	R		LT		R
Volume (veh/h)		61	0	130		0	0	0		49	395	0		0	406	24
Percent Heavy Vehicles (%)		10	10	10		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized									No				No			
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.20	6.60	6.30		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.59	4.09	3.39		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		66		141			0			53				0		
Capacity, c (veh/h)		339		600						1089				1125		
v/c Ratio		0.20		0.24						0.05				0.00		
95% Queue Length, Q_{95} (veh)		0.7		0.9						0.2				0.0		
Control Delay (s/veh)		18.2		12.8						8.5				8.2		
Level of Service (LOS)		C		B						A				A		
Approach Delay (s/veh)	14.6								0.9				0.0			
Approach LOS	B															

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2019 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9401 CEN.-W OF US1 TO I95

WEEK	DATES	SF	MOCF: 0.94 PSCF
1	01/01/2019 - 01/05/2019	1.01	1.07
2	01/06/2019 - 01/12/2019	0.99	1.05
3	01/13/2019 - 01/19/2019	0.96	1.02
* 4	01/20/2019 - 01/26/2019	0.95	1.01
* 5	01/27/2019 - 02/02/2019	0.94	1.00
* 6	02/03/2019 - 02/09/2019	0.93	0.99
* 7	02/10/2019 - 02/16/2019	0.92	0.98
* 8	02/17/2019 - 02/23/2019	0.92	0.98
* 9	02/24/2019 - 03/02/2019	0.93	0.99
*10	03/03/2019 - 03/09/2019	0.93	0.99
*11	03/10/2019 - 03/16/2019	0.93	0.99
*12	03/17/2019 - 03/23/2019	0.94	1.00
*13	03/24/2019 - 03/30/2019	0.94	1.00
*14	03/31/2019 - 04/06/2019	0.95	1.01
*15	04/07/2019 - 04/13/2019	0.95	1.01
*16	04/14/2019 - 04/20/2019	0.96	1.02 ←
17	04/21/2019 - 04/27/2019	0.97	1.03 ←
18	04/28/2019 - 05/04/2019	0.98	1.04
19	05/05/2019 - 05/11/2019	0.99	1.05
20	05/12/2019 - 05/18/2019	1.00	1.06
21	05/19/2019 - 05/25/2019	1.01	1.07
22	05/26/2019 - 06/01/2019	1.02	1.09
23	06/02/2019 - 06/08/2019	1.02	1.09
24	06/09/2019 - 06/15/2019	1.03	1.10
25	06/16/2019 - 06/22/2019	1.04	1.11
26	06/23/2019 - 06/29/2019	1.05	1.12
27	06/30/2019 - 07/06/2019	1.05	1.12
28	07/07/2019 - 07/13/2019	1.06	1.13
29	07/14/2019 - 07/20/2019	1.07	1.14
30	07/21/2019 - 07/27/2019	1.06	1.13
31	07/28/2019 - 08/03/2019	1.06	1.13
32	08/04/2019 - 08/10/2019	1.05	1.12
33	08/11/2019 - 08/17/2019	1.04	1.11
34	08/18/2019 - 08/24/2019	1.05	1.12
35	08/25/2019 - 08/31/2019	1.07	1.14
36	09/01/2019 - 09/07/2019	1.08	1.15
37	09/08/2019 - 09/14/2019	1.10	1.17
38	09/15/2019 - 09/21/2019	1.11	1.18
39	09/22/2019 - 09/28/2019	1.09	1.16
40	09/29/2019 - 10/05/2019	1.07	1.14
41	10/06/2019 - 10/12/2019	1.04	1.11
42	10/13/2019 - 10/19/2019	1.02	1.09
43	10/20/2019 - 10/26/2019	1.02	1.09
44	10/27/2019 - 11/02/2019	1.02	1.09
45	11/03/2019 - 11/09/2019	1.01	1.07
46	11/10/2019 - 11/16/2019	1.01	1.07
47	11/17/2019 - 11/23/2019	1.01	1.07
48	11/24/2019 - 11/30/2019	1.01	1.07
49	12/01/2019 - 12/07/2019	1.01	1.07
50	12/08/2019 - 12/14/2019	1.01	1.07
51	12/15/2019 - 12/21/2019	1.01	1.07
52	12/22/2019 - 12/28/2019	0.99	1.05
53	12/29/2019 - 12/31/2019	0.96	1.02

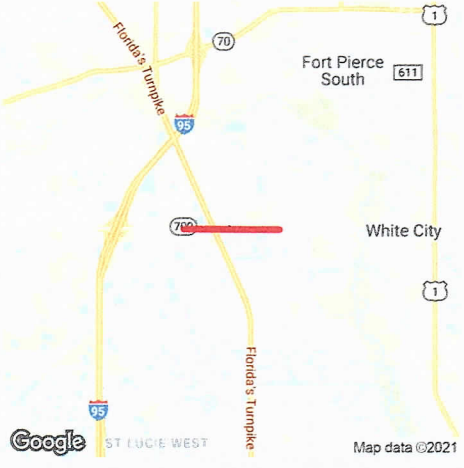
* PEAK SEASON

14-FEB-2020 15:39:28 830UPD 4_9401_PKSEASON.TXT

St. Lucie County - Planned/Needed Roadway Widening Projects (Impact Fees)

Roadway	From	To	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
Bell Avenue Sidewalk	South 25th Street	Sunrise Boulevard			$200,000			
Glades Cut-Off Road	Range Line Road	Selvitz Road		$4,500,000				
Jenkins Road - PD&E Study	Orange Avenue	Midway Road						
TRIP Grant Obligation						$600,000		
Jenkins Road	Glades Cut-Off Road	Midway Road						
Design/ROW			$2,000,000					
Construction*				$5,000,000	$5,000,000			
Lennard Road								
ROW (ERD Parcel)			$350,000					
Midway Road	Glades Cut-Off Road	Jenkins Road						
Midway Road	Jenkins Road	Selvitz Road						
TRIP Match							$1,250,000	
CIGP Match							$1,000,000	
North County Connector Roadway	Florida's Turnpike	King's Highway						
Oleander Avenue Vision Study	Edwards Road	Midway Road	$550,000					
Oleander Avenue Sidewalk	Midway Road	South Market Avenue	$350,000					
Oleander Avenue Sidewalk	South Market Avenue	Edwards Road				$450,000		
Selvitz Road Widening	Edwards Road	Glades Cut-Off Road						
Design			$1,000,000					
ROW/Mitigation				$2,000,000				
Construction*				$5,000,000	$5,000,000			
St. Lucie West/Peackock Blvd Intersection								
Construction - SB Right to WB Thru						$500,000		
Construction - Add 3rd EB to NB LT Lane								$1,000,000
Add 2nd WB RT Lane, Add NB through Lane								
Turnpike Interchange at Midway Road				$3,500,000				
*Estimated Construction Costs for Budgeting Purposes Only								
Construction Costs will be Updated During the Design Process			$4,250,000	$20,000,000	$10,200,000	$1,550,000	$2,250,000	$1,000,000

MIDWAY RD FROM GLADES CUT OFF RD TO SELVITZ RD
2314403 Non-SIS

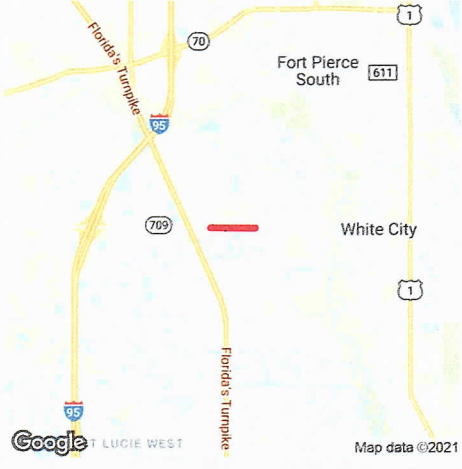


Project Description: ADD LANES & RECONSTRUCT
Extra Description: 2021 TPO PRIORITY #2 WIDENING FROM 2 TO 4 LANES LFA WITH ST. LUCIE COUNTY FOR PD&E AND DESIGN CK #09828620 RECD FROM ST. LUCIE CO. BCC FOR 1.65M ON 10/7/14 FOR PD&E.THIS IS A CAT2 CHECK RECD 1/25/2017 FROM ST.LUCIE CO. $2,108,000 PH32/37
Lead Agency: MANAGED BY FDOT **From:** GLADES CUT OFF RD
Length: 1.577 **To:** SELVITZ RD
Phase Group: ENVIRONMENTAL, RIGHT OF WAY, RAILRD & UTILITIES, P D & E, PRELIMINARY ENGINEERING

Phase	Fund Code	2022	2023	2024	2025	2026	Total
ROW	SA	0	494,625	0	0	0	494,625
ROW	SU	0	0	973,875	0	0	973,875
			494,625	**973,875**			**1,468,500**

Prior Year Cost: 77,488,992
Future Year Cost: 0
Total Project Cost: 102,822,264
LRTP: Page 8-2

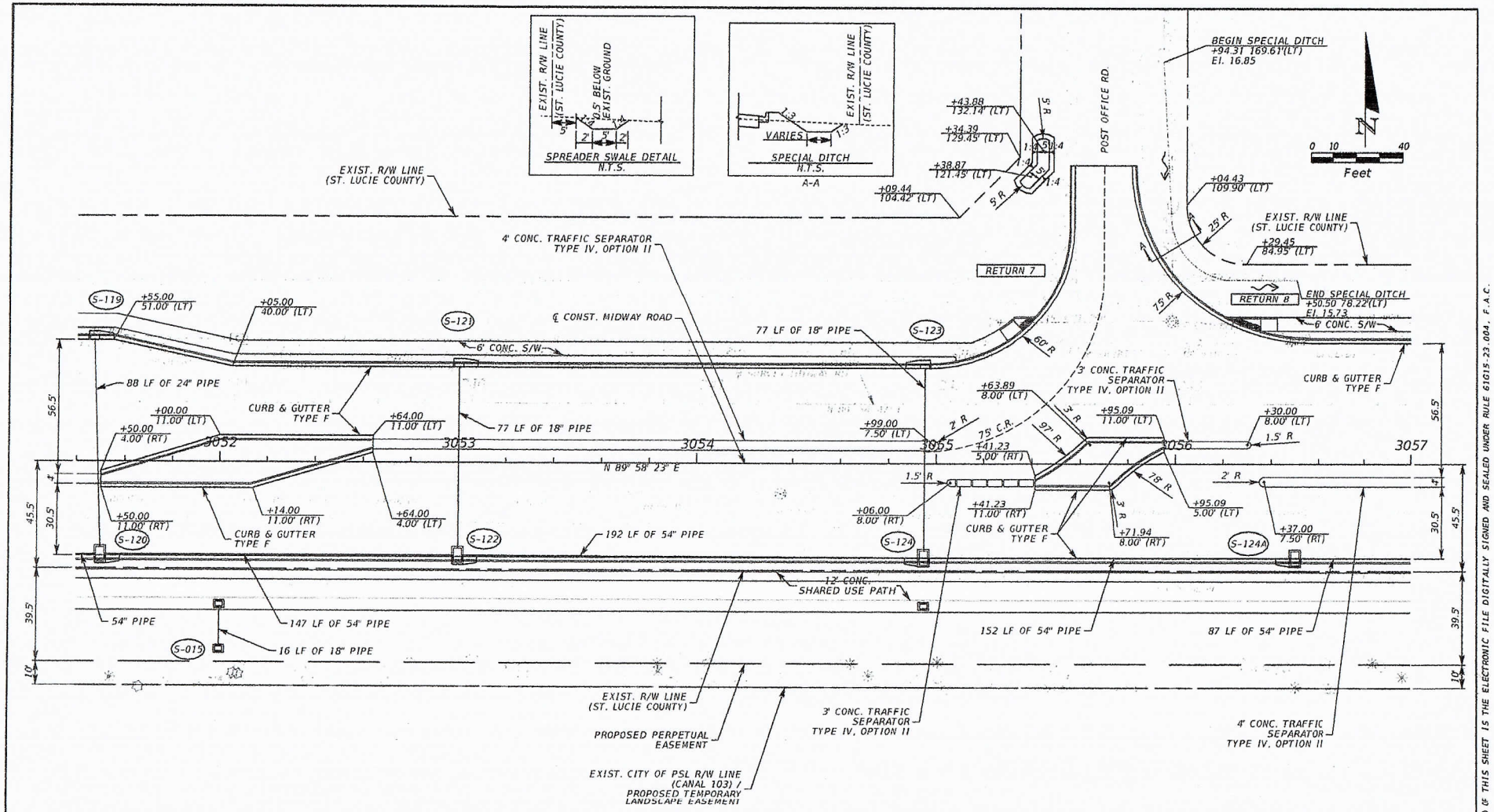
MIDWAY RD FROM WEST OF JENKINS RD TO SELVITZ RD
2314405 Non-SIS



Project Description: ADD LANES & RECONSTRUCT
Extra Description: 2021 TPO PRIORITY #2 WIDENING FROM 2 TO 4 LANES. BASED ON PD&E COMPLETED UNDER 231440-3 DESIGN AND RIGHT OF WAY ON 231440-3 56-01:UTILITIES RELOCATION
Lead Agency: MANAGED BY FDOT **From:** WEST OF JENKINS RD
Length: 0.785 **To:** SELVITZ RD
Phase Group: CONSTRUCTION, RAILRD & UTILITIES

Phase	Fund Code	2022	2023	2024	2025	2026	Total
CST	TRIP	0	0	0	0	1,231,795	1,231,795
CST	SU	0	0	0	0	3,171,529	3,171,529
CST	SA	0	0	0	0	4,415,004	4,415,004
CST	CIGP	0	0	0	0	6,996,444	6,996,444
CST	LF	0	0	0	0	8,000,000	8,000,000
RRU	SU	0	0	0	50,000	0	50,000
					50,000	**23,814,772**	**23,864,772**

Prior Year Cost: 77,488,992
Future Year Cost: 0
Total Project Cost: 102,822,264
LRTP: Page 8-11



LEGEND

11' X 5' BOX CULVERT

RETURN NO.	PC			PT			CR TYPE
	STATION	OFFSET	ELEV.	STATION	OFFSET	ELEV.	
7	3054+97.16	40.00' LT	20.18	3055+57.16	100.00' LT	18.45	CR-D
8	3055+81.14	126.00' LT	18.08	3056+56.14	51.00' LT	19.48	CR-F

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
Andrew D. DeWitt, PE
PE No. 40952
Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, Florida 32765
Certificate of Authorization No. 7074

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 712	ST. LUCIE	231440-5-52-01

ROADWAY PLAN

SHEET NO. 29

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

D-111

avelasquez 6/20/2019 9:46:39 AM F:\Projects\DT4-008 01\2314405201 JenkinsToSelvitz\roadway\PLANR001_15.dgn

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Property Identification

Site Address: Energy DR
Sec/Town/Range: 31/35S/40E
Parcel ID: 2431-800-0002-000-0
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 175750
Map ID: 24/31S
Zoning: Light Indu

Ownership

St. Lucie Commerce Center LLC

30 S Hope Chapel RD
Jackson, NJ 08527



Legal Description

TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 1

Current Values

Just/Market Value:	$143,964
Assessed Value:	$1,795
Exemptions:	$0
Taxable Value:	$1,795

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):	6.53
Land Size (SF):	284,403

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
Dec 3, 2021	4746 / 1204	0205	WD	TAHOE 1212 LLC	$6,500,000
Dec 8, 2020	4523 / 2168	0205	SPWD	Midway Properties Of St Lucie	$2,380,000
Nov 30, 2011	3350 / 0797	0311	SPWD	Midway Properties Of St Lucie	$100
Dec 31, 2003	1908 / 1661	XX01	PRDEED	Midway Properties Of St Lucie	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



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Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$143,964
Just/Market:	$143,964
Ag Credit:	$142,169
Save Our Homes or 10% Cap:	$0
Assessed:	$1,795
Exemption(s):	$0
Taxable:	$1,795

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2011	0041	9.3	Fort Pierce Stormwater Charge	$641.70
Start Year	AssessCode	Units	Description	Amount
2013	0054	6.52899	North St. Lucie Water Management District	$150.17

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

2022	$143,964	$1,795	$0	$1,795
2021	$143,964	$1,795	$0	$1,795
2020	$228,515	$1,795	$0	$1,795

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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Property Identification

Site Address: Energy DR
Sec/Town/Range: 31/35S/40E
Parcel ID: 2431-800-0003-000-7
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 175751
Map ID: 24/31S
Zoning: Light Indu

Ownership

St. Lucie Commerce Center LLC

30 S Hope Chapel RD
Jackson, NJ 08527

Legal Description

TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 2



Current Values

Just/Market Value:	$133,574
Assessed Value:	$1,499
Exemptions:	$0
Taxable Value:	$1,499

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):	5.45
Land Size (SF):	237,489

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
Dec 3, 2021	4746 / 1204	0205	WD	TAHOE 1212 LLC	$6,500,000
Dec 8, 2020	4523 / 2168	0205	SPWD	Midway Properties Of St Lucie	$2,380,000
Nov 30, 2011	3350 / 0797	0311	SPWD	Midway Properties Of St Lucie	$100
Dec 31, 2003	1908 / 1661	XX01	PRDEED	Midway Properties Of St Lucie	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



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Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$133,574
Just/Market:	$133,574
Ag Credit:	$132,075
Save Our Homes or 10% Cap:	$0
Assessed:	$1,499
Exemption(s):	$0
Taxable:	$1,499

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2011	0041	7.7	Fort Pierce Stormwater Charge	$531.30
Start Year	AssessCode	Units	Description	Amount
2013	0054	5.452	North St. Lucie Water Management District	$125.40

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

2022	$133,574	$1,499	$0	$1,499
2021	$133,574	$1,499	$0	$1,499
2020	$190,820	$1,499	$0	$1,499

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

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Property Identification

Site Address: Energy DR
Sec/Town/Range: 31/35S/40E
Parcel ID: 2431-800-0004-000-4
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 175752
Map ID: 24/31S
Zoning: Light Indu

Ownership

St. Lucie Commerce Center LLC

30 S Hope Chapel RD
Jackson, NJ 08527



Legal Description

TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 3

Current Values

Just/Market Value:	$146,951
Assessed Value:	$1,649
Exemptions:	$0
Taxable Value:	$1,649

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):	6
Land Size (SF):	261,273

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
Dec 3, 2021	4746 / 1204	0205	WD	TAHOE 1212 LLC	$6,500,000
Dec 8, 2020	4523 / 2168	0205	SPWD	Midway Properties Of St Lucie	$2,380,000
Nov 30, 2011	3350 / 0797	0311	SPWD	Midway Properties Of St Lucie	$100
Dec 31, 2003	1908 / 1661	XX01	PRDEED	Midway Properties Of St Lucie	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



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Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$146,951
Just/Market:	$146,951
Ag Credit:	$145,302
Save Our Homes or 10% Cap:	$0
Assessed:	$1,649
Exemption(s):	$0
Taxable:	$1,649

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2011	0041	8.5	Fort Pierce Stormwater Charge	$586.50
Start Year	AssessCode	Units	Description	Amount
2013	0054	5.998	North St. Lucie Water Management District	$137.95

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

2022	$146,951	$1,649	$0	$1,649
2021	$146,951	$1,649	$0	$1,649
2020	$209,930	$1,649	$0	$1,649

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

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Property Identification

Site Address: Energy DR
Sec/Town/Range: 31/35S/40E
Parcel ID: 2431-800-0005-000-1
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 175753
Map ID: 24/31S
Zoning: Light Indu

Ownership

St. Lucie Commerce Center LLC

30 S Hope Chapel RD
Jackson, NJ 08527



Legal Description

TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 4

Current Values

Just/Market Value:	$230,115
Assessed Value:	$2,006
Exemptions:	$0
Taxable Value:	$2,006

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):	8.19
Land Size (SF):	356,713

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
Dec 3, 2021	4746 / 1204	0205	WD	TAHOE 1212 LLC	$6,500,000
Dec 8, 2020	4523 / 2168	0205	SPWD	Midway Properties Of St Lucie	$2,380,000
Nov 30, 2011	3350 / 0797	0311	SPWD	Midway Properties Of St Lucie	$100
Dec 31, 2003	1908 / 1661	XX01	PRDEED	Midway Properties Of St Lucie	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



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Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$230,115
Just/Market:	$230,115
Ag Credit:	$228,109
Save Our Homes or 10% Cap:	$0
Assessed:	$2,006
Exemption(s):	$0
Taxable:	$2,006

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2011	0041	11.6	Fort Pierce Stormwater Charge	$800.40
2013	0054	8.189	North St. Lucie Water Management District	$188.35

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

2022	$230,115	$2,006	$0	$2,006
2021	$230,115	$2,006	$0	$2,006
2020	$230,115	$2,006	$0	$2,006

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

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Property Identification

Site Address: Energy DR
Sec/Town/Range: 31/35S/40E
Parcel ID: 2431-800-0006-000-8
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 175754
Map ID: 24/31S
Zoning: Light Indu

Ownership

St. Lucie Commerce Center LLC

30 S Hope Chapel RD
Jackson, NJ 08527



Legal Description

TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 5

Current Values

Just/Market Value:	$755,478
Assessed Value:	$11,102
Exemptions:	$0
Taxable Value:	$11,102

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):	47.58
Land Size (SF):	2,072,498

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
Dec 3, 2021	4746 / 1204	0205	WD	TAHOE 1212 LLC	$6,500,000
Dec 8, 2020	4523 / 2168	0205	SPWD	Midway Properties Of St Lucie	$2,380,000
Nov 30, 2011	3350 / 0797	0311	SPWD	Midway Properties Of St Lucie	$100
Dec 31, 2003	1908 / 1661	XX01	PRDEED	Midway Properties Of St Lucie	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



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Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$755,478
Just/Market:	$755,478
Ag Credit:	$744,376
Save Our Homes or 10% Cap:	$0
Assessed:	$11,102
Exemption(s):	$0
Taxable:	$11,102

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2011	0041	67.3	Fort Pierce Stormwater Charge	$4,643.70
Start Year	AssessCode	Units	Description	Amount
2013	0054	47.57801	North St. Lucie Water Management District	$1,094.29

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

2022	$755,478	$11,102	$0	$11,102
2021	$755,478	$11,102	$0	$11,102
2020	$1,261,480	$11,102	$0	$11,102

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

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Property Identification

Site Address: Energy DR
Sec/Town/Range: 31/35S/40E
Parcel ID: 2431-800-0007-000-5
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 175755
Map ID: 24/31S
Zoning: Light Indu

Ownership

St. Lucie Commerce Center LLC

30 S Hope Chapel RD
Jackson, NJ 08527



Legal Description

TREASURE COAST BUSINESS PARK (PB 64-36)- LOT 6

Current Values

Just/Market Value:	$471,302
Assessed Value:	$6,977
Exemptions:	$0
Taxable Value:	$6,977

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):	30.18
Land Size (SF):	1,314,423

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
Dec 3, 2021	4746 / 1204	0205	WD	TAHOE 1212 LLC	$6,500,000
Dec 8, 2020	4523 / 2168	0205	SPWD	Midway Properties Of St Lucie	$2,380,000
Nov 30, 2011	3350 / 0797	0311	SPWD	Midway Properties Of St Lucie	$100
Dec 31, 2003	1908 / 1661	XX01	PRDEED	Midway Properties Of St Lucie	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$471,302
Just/Market:	$471,302
Ag Credit:	$464,325
Save Our Homes or 10% Cap:	$0
Assessed:	$6,977
Exemption(s):	$0
Taxable:	$6,977

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2011	0041	42.7	Fort Pierce Stormwater Charge	$2,946.30
Start Year	AssessCode	Units	Description	Amount
2013	0054	30.175	North St. Lucie Water Management District	$694.03

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

2022	$471,302	$6,977	$0	$6,977
2021	$471,302	$6,977	$0	$6,977
2020	$786,935	$6,977	$0	$6,977

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

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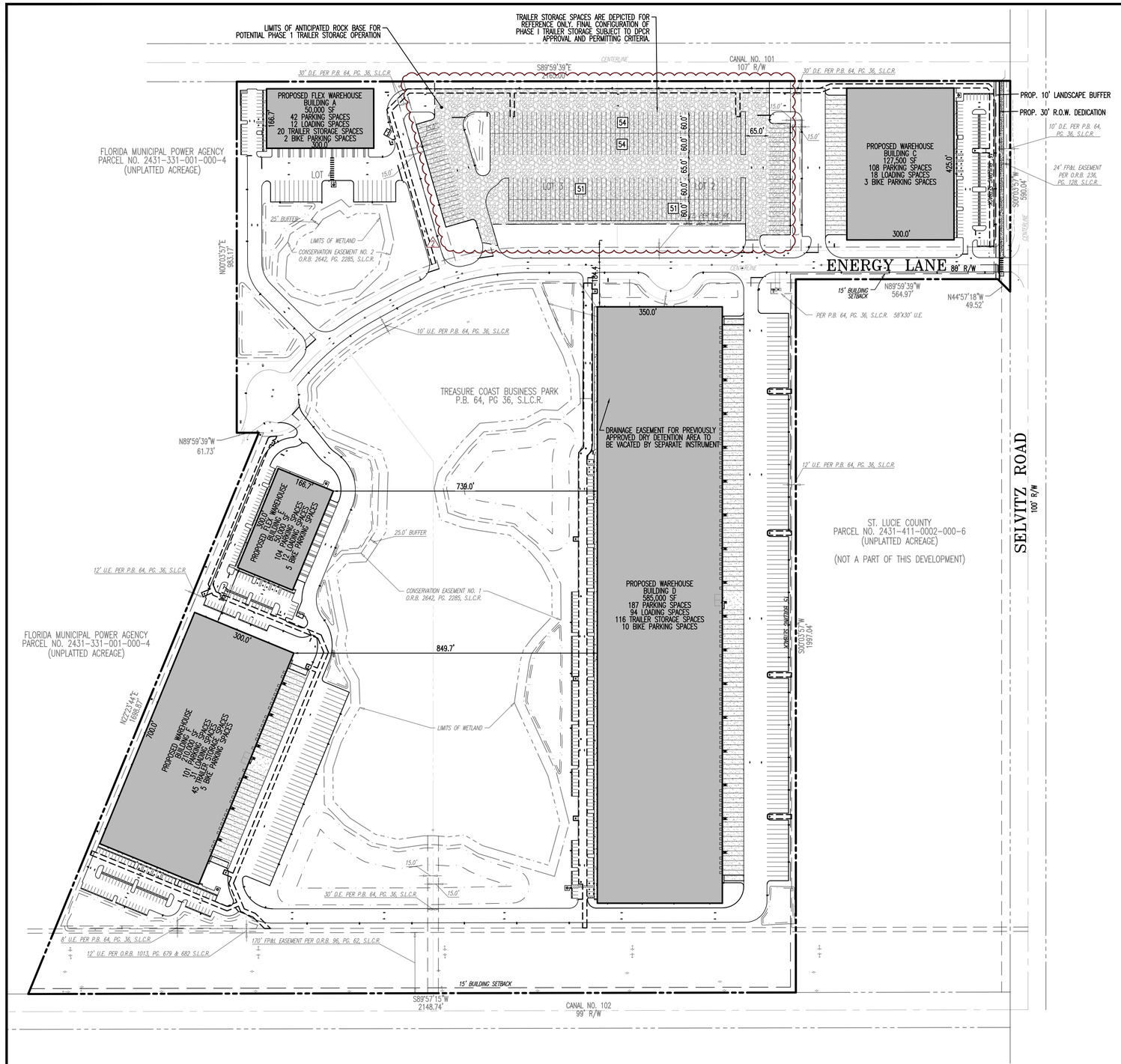

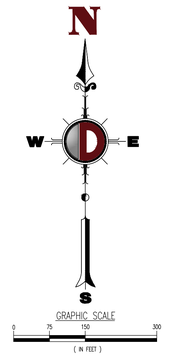

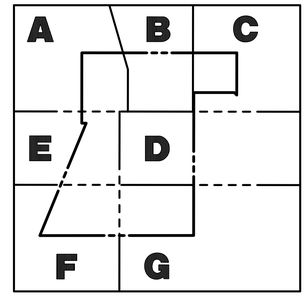

NOTE: THIS PHASE 1 PLAN ENTITLES OUTDOOR TRAILER STORAGE FOR THE COMBINED LOTS 2 AND 3. ALL OTHER IMPROVEMENTS DEPICTED ON THIS PLAN ARE FOR REFERENCE ONLY. REFER TO OVERALL FINAL SITE PLAN FOR FINAL CONFIGURATION OF LOTS 1 THROUGH 6. SEE SHEET C1.00 FOR FINAL SITE DATA.

HORIZONTAL CONTROL & STRIPING NOTES

1. ALL DIMENSIONS SHOWN, OTHER THAN LANDSCAPE DIMENSIONS, ARE TO FACE OF CURB FOR TYPE "D" CURB OR EDGE OF PAVEMENT FOR NO CURB, UNLESS OTHERWISE NOTED. LANDSCAPE DIMENSIONS ARE SHOWN TO BACK OF CURB.
2. ALL CURB RAMPS AND SIDEWALKS ENTERING PARKING OR TRAVEL WAYS SHALL HAVE DETECTABLE WARNING SURFACES 2' DEEP AND THE WIDTH OF THE SIDEWALK. REFER TO THE LATEST FDOT STANDARD PLANS & INDEXES.
3. ALL STOP BARS, DIRECTIONAL ARROWS AND CROSSWALKS SHALL BE THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS ARE PAINT, UNLESS OTHERWISE NOTED.
4. ALL RADII ARE 3' UNLESS OTHERWISE NOTED ON PLANS.

REV.	DATE	COMMENTS	BY
2	06/30/23	REZONING TO PLANNED DEVELOPMENT	JAC
1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

DRAWN BY: KAK | DESIGNED BY: ACM | CHECKED BY: MDM | CHECKED BY: _

PROJECT: **FORT PIERCE COMMERCE CENTER**
ST. LUCIE COMMERCE CENTER, LLC
SELVITZ ROAD & ENERGY LANE, ST. LUCIE COUNTY, FL 34981
SECTION 31, TOWNSHIP 35S, RANGE 40E

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Florida Certificate of Authorization No. 32535
www.dynamicec.com

MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

TITLE: **PHASE 1 OVERALL SITE PLAN**

SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: **C1.00A** | Rev. #: 2

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FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT WWW.CALL811.COM

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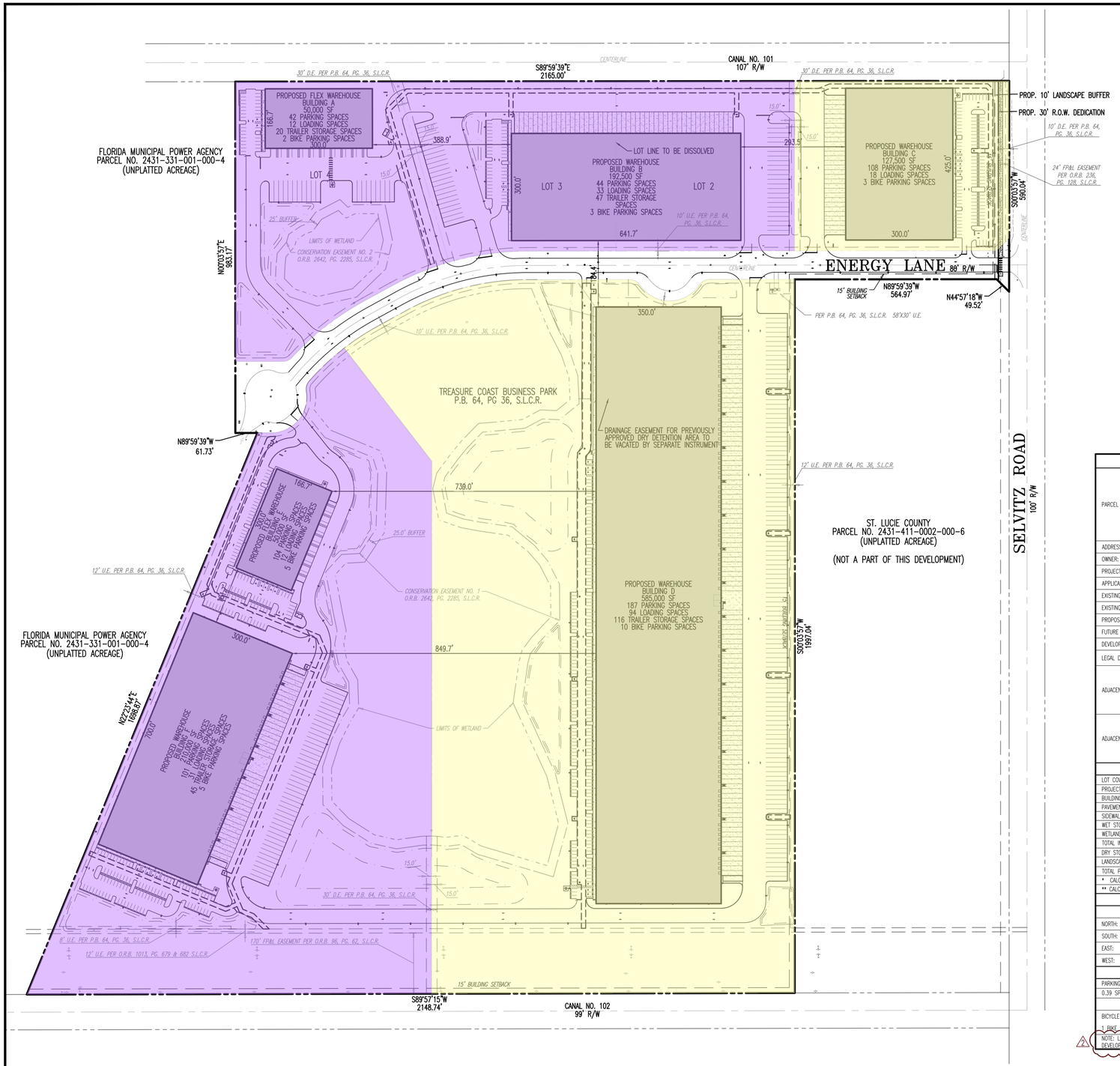
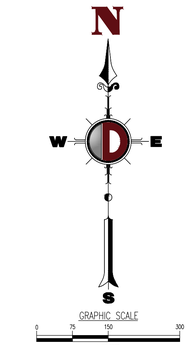
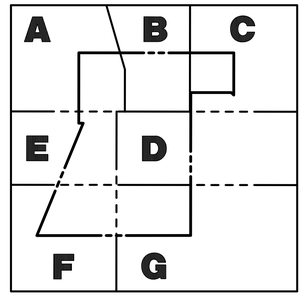
Plotted: 07/12/23 – 10:49 AM By: jcano
File: P:\DEPC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\D3342990005S2.dwg, ----> C1.00A PHASE 1 OVERALL SITE PLAN

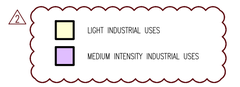






HORIZONTAL CONTROL & STRIPING NOTES

1. ALL DIMENSIONS SHOWN, OTHER THAN LANDSCAPE DIMENSIONS, ARE TO FACE OF CURB FOR TYPE 'D' CURB OR EDGE OF PAVEMENT FOR NO CURB, UNLESS OTHERWISE NOTED. LANDSCAPE DIMENSIONS ARE SHOWN TO BACK OF CURB.
2. ALL CURB RAMPS AND SIDEWALKS ENTERING PARKING OR TRAVEL WAYS SHALL HAVE DETECTABLE WARNING SURFACES 2' DEEP AND THE WIDTH OF THE SIDEWALK. REFER TO THE LATEST FDOT STANDARD PLANS & INDEXES.
3. ALL STOP BARS, DIRECTIONAL ARROWS AND CROSSWALKS SHALL BE THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS ARE PAINT, UNLESS OTHERWISE NOTED.
4. ALL RADII ARE 3' UNLESS OTHERWISE NOTED ON PLANS.



SITE DATA

PARCEL NO.:	2431-800-0005-000-1
	2431-800-0004-000-4
	2431-800-0002-000-0
	2431-800-0006-000-8
	2431-800-0007-000-5
	2431-800-0003-000-7
ADDRESS:	ENERGY LANE, FT. PIERCE, FL 34981
OWNER:	ST. LUCIE COMMERCE CENTER, LLC
PROJECT NAME:	FORT PIERCE COMMERCE CENTER
APPLICANT NAME:	ST. LUCIE COMMERCE CENTER, LLC
EXISTING ZONING:	I-1 (LIGHT INDUSTRIAL)
EXISTING USE:	VACANT
PROPOSED ZONING:	2 PD (PLANNED DEVELOPMENT)
FUTURE LAND USE:	INDUSTRIAL
DEVELOPMENT TYPE:	INDUSTRIAL
LEGAL DESCRIPTION:	LOTS 1 THROUGH 6, TREASURE COAST BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 36 THROUGH 42, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
ADJACENT ZONING:	NORTH: I-1 (LIGHT INDUSTRIAL) AND I-3 (HEAVY INDUSTRIAL)
	SOUTH: IND (INDUSTRIAL) AND MXD (MIXED USE) UNINCORPORATED
	EAST: I (INSTITUTIONAL) UNINCORPORATED
	WEST: I-1 (LIGHT INDUSTRIAL)
ADJACENT FUTURE LAND USE:	NORTH: I (INDUSTRIAL) AND HI (HEAVY INDUSTRIAL)
	SOUTH: AR-1 (AGRICULTURE RESIDENTIAL) UNINCORPORATED
	EAST: PIF (PUBLIC FACILITY) UNINCORPORATED
	WEST: I (INDUSTRIAL) AND INST. (INSTITUTIONAL)

DEVELOPMENT DATA

	EXISTING (SF)	PROPOSED (SF)	PROPOSED (AC)	PERCENTAGE (%)
LOT COVERAGE				
PROJECT SITE AREA:	4,738,491	4,721,227	108.38	100.00%
BUILDING GFA:	0	1,215,000	27.89	25.73%
PAVEMENT AREA:	79,182	1,208,334	27.74	25.59%
SIDEWALKS:	0	28,096	0.64	0.60%
WET STORMWATER MANAGEMENT AREA*:	0	165,602	3.80	3.51%
WETLAND SURFACE AREA:	763,607	763,607	17.53	16.17%
TOTAL IMPERVIOUS (INCLUDES BUILDING):	842,789	2,457,430	56.41	52.05%
DRY STORMWATER MANAGEMENT AREA**:	0	117,542	2.70	2.49%
LANDSCAPING/OPEN SPACE:	3,895,702	1,217,046	27.94	25.78%
TOTAL PERVIOUS:	3,895,702	2,263,797	51.97	47.95%

* CALCULATED FROM CONTROL WATER ELEVATION
** CALCULATED FROM BOTTOM OF DRY DETENTION AREA

BUILDING SETBACKS

	EXISTING	REQUIRED	PROPOSED
NORTH:	N/A	N/A	20.0'
SOUTH:	N/A	15'	250.4'
EAST:	N/A	15'	157.2'
WEST:	N/A	N/A	25.0'

PARKING

PARKING RATIO:	REQUIRED (PER ITE)	TYPE	EXISTING	PROPOSED
0.39 SPACES/1,000 SF GFA	474 SPACES	STANDARD	0	561
		ADA	0	25
BICYCLE RACKS:		TOTAL	0	586
1 BIKE RACK SPACE/20 PARKING SPACES		28 BIKE RACK SPACES		28

2 NOTE: LOT 1 AND LOT 5 WILL RETAIN LIGHT-INDUSTRIAL ZONING USES. LOTS 2, 3, 4, AND 6, WILL CONSIST OF A MIX OF MEDIUM INTENSITY INDUSTRIAL USES, SEE PLANNED DEVELOPMENT NARRATIVE.

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REV.	DATE	COMMENTS	BY
2	06/30/23	REZONING TO PLANNED DEVELOPMENT	JAC
1	02/01/22	PER CITY OF FT. PIERCE COMMENTS	KAK

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DRAWN BY: KAK | DESIGNED BY: ACM | CHECKED BY: MDM | CHECKED BY: —

PROJECT: **FORT PIERCE COMMERCE CENTER**
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Ham, Texas • T: 512.446.2646
Delray Beach, Florida • T: 561.921.8570
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MICHAEL D. MILES
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 81313
DATE: FEBRUARY 18TH, 2022

ÁNGEL PIÑERO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 88047
DATE:

2 TITLE: FINAL OVERALL SITE PLAN

SCALE: (H) AS (V) NOTED | DATE: 12/03/2021
PROJECT No: 3342-99-005

SHEET No: C1.00 | Rev. #: 2

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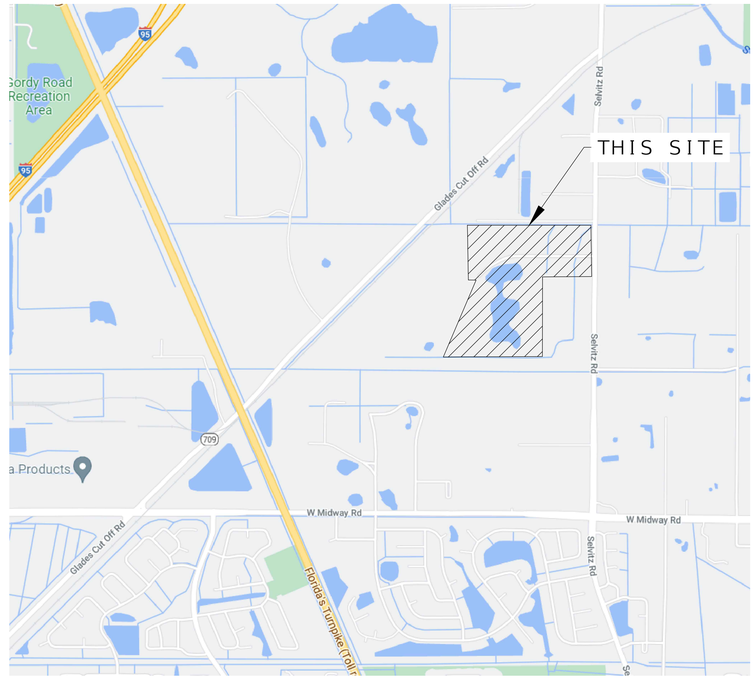
Plotted: 07/12/23 – 10:49 AM By: jcano
File: P:\DEPC PROJECTS\3342 Sterling Education Group LLC\99-005 Treasure Coast Business Park\Dwg\Entitlements\D3342990005S2.dwg, ---> C1.00 FINAL OVERALL SITE PLAN

SURVEY NOTES:

1. THIS IS A BOUNDARY SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.051 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE.
2. BEARINGS ARE BASED ON SOUTH 89°57'15" WEST (GRID, NAD 83, 2011 ADJUSTMENT) ALONG THE SOUTH LINE OF "TREASURE COAST BUSINESS PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGE 36, IN THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND WERE BASED ON REAL-TIME KINEMATIC (RTK) GPS OBSERVATIONS UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION "FLORIDA PERMANENT REFERENCE NETWORK". THE EXPECTED VERTICAL ACCURACY IS ±0.15 FEET.
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS, RESTRICTIONS, AND OTHER ITEMS OF RECORD SHOWN ARE PER RIVERSIDE ABSTRACT IN FILE NO RAFL-43195, DATED SEPTEMBER 5, 2021. EASEMENTS AND/OR OTHER ENCUMBRANCES ARE SHOWN IN THE ADJOINING TABLE.
5. THE LEGAL DESCRIPTION THAT IS SHOWN HEREON WAS PROVIDED IN THE TITLE COMMITMENT.
6. ALL DISTANCES AND ELEVATIONS ARE IN US SURVEY FEET AND ARE MEASURED UNLESS NOTED OTHERWISE.
7. ALL FIELD-MEASURED DIMENSIONS ALONG THE BOUNDARY WERE IN SIGNIFICANT AGREEMENT WITH THE PLAT, DEED, AND/OR CALCULATED VALUES.
8. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS OF 1:10,000.
9. 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.
10. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=150', ON A 24x36" SHEET.
11. SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
12. ALL FIELDWORK WAS COMPLETED BY RITZEL-MASON, INC. AND PROVIDED TO ZEMAN CONSULTANT GROUP, LLC FOR THE EXPRESS PURPOSE OF CREATING THIS ALTA/NSPS SURVEY.

ALTA/NSPS NOTES:

1. MONUMENTS WERE FOUND AT ALL BOUNDARY CORNERS AND ARE NOTED ON THE SURVEY.
2. ADDRESS OF THE SITE IS KNOWN AS 0 ENERGY DRIVE, FORT PIERCE, FLORIDA.
3. THE SUBJECT PARCEL DOES NOT LIE IN A FLOOD HAZARD ZONE ACCORDING TO FEMA FLOOD MAP NUMBER 12111C0188K DATED FEBRUARY 19, 2020.
4. AREA = 108.781 ACRES, MORE OR LESS.
5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS, RESTRICTIONS, AND OTHER ITEMS OF RECORD SHOWN ARE PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY IN FILE NO 18-29479C, POLICY NUMBER OXFL-08643015, DATED FEBRUARY 22, 2018 AND POLICY NUMBER OXFL-08630748, DATED JANUARY 5, 2018. NO EASEMENTS OR OTHER ENCUMBRANCES WERE NOTED IN EITHER POLICY.
6. ZONING AND SETBACK INFORMATION WERE NOT PROVIDED TO THE SURVEYOR.
7. NO BUILDINGS AND/OR STRUCTURES EXIST ON THE PROPERTY AT THE TIME OF THIS SURVEY.
8. ALL SUBSTANTIAL FEATURES FOUND ON THE PROPERTY DURING THIS SURVEY ARE SHOWN HEREON.
9. THERE WERE NO IDENTIFIABLE PARKING SPACES FOUND ON THE PROPERTY DURING THIS SURVEY.
10. NO PARTY WALLS WERE FOUND ON THE PROPERTY DURING THIS SURVEY.
11. ADJOINING PROPERTY INFORMATION IS SHOWN HEREON.
12. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
13. THERE WAS NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.



VICINITY MAP

(NOT TO SCALE)

SCHEDULE B-II EXCEPTIONS

NUMBER	DESCRIPTION	RECORDING	AFFECTS	PLOTTED	NOTES
1-8	STANDARD EXCEPTIONS/TAXES/LIENS/MINERALS	N/A	N/A	NO	NOT A SURVEY MATTER
9	RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS PER PLAT	P.B. 64, PG. 36	YES	YES	
10	FP&L RIGHT OF WAY AGREEMENT	O.R.B. 96, PG. 62	YES	YES	
11	FP&L EASEMENT	O.R.B. 200, PG. 2575	YES	YES	
12	FORT PIERCE UTILITY EASEMENT	O.R.B. 1013, PG. 679	YES	YES	
13	FORT PIERCE UTILITY EASEMENT	O.R.B. 1013, PG. 682	YES	YES	
14	PERPETUAL CONSERVATION EASEMENT	O.R.B. 1330, PG. 2441	NO	NO	SUBJECT PROPERTY NOT DESCRIBED IN DOCUMENT
15	ANNEXATION AGREEMENT - REQUEST FOR WATER/SEWER SERVICE	O.R.B. 2566, PG. 197	YES	NO	NOT A SURVEY MATTER
16	RESTRICTIONS FROM DEED OF CONSERVATION EASEMENT	O.R.B. 2642, PG. 2285	YES	YES	
17	FORT PIERCE UTILITY EASEMENT	O.R.B. 3085, PG 150	YES	YES	ALREADY PLOTTED FROM PLAT
18	JOINT MAINTENANCE AGREEMENT	O.R.B. 3261, PG. 1109	YES	YES	NOT A SURVEY MATTER

LEGAL DESCRIPTION:
LOTS 1 THROUGH 6, TREASURE COAST BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 36 THROUGH 42, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	ALTA/NSPS NOTES
2	ALTA/NSPS SURVEY
3	SHEET NUMBER GRAPHIC
4-11	TOPOGRAPHIC DETAILS

VERTICAL DATUM INFORMATION

ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988(NAVD88)
CONVERSION FACTOR:
NAVD88 + 1.489 = NGVD29 IN THIS AREA

CERTIFIED TO:
HOPE COMMERCIAL HOLDINGS
RIVERSIDE ABSTRACT, LLC
ST. LUCIE COMMERCE CENTER, LLC
AMERICAN NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, ISAOA ATIMA
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7A, 7B, 7C, 8, 9, 10, 13, 16, 17 & 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 9, 2021.

DATE OF PLAT OR MAP: OCTOBER 11, 2021

LEE POWERS, PSM
STATE OF FLORIDA NO. 6805

DATE	REVISION	BY
10/29/21	ADD ADDT'L TREES, FENCES AND ELEV'S	LP

ZEMAN CONSULTING GROUP
3970 RCA BLVD, SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

FIELD BY	N/A
FIELD BOOK(S)	N/A
PAGE(S)	N/A
DRAWN BY	LP
CHECKED BY	ED

PROJECT NO.	21030.00
SCALE	1" = 150'
DATE OF LAST FIELDWORK	10/09/21
DATE OF MAP	10/11/21

SURVEYOR'S SEAL

ALTA/NSPS SURVEY

FORT PIERCE COMMERCE CENTER

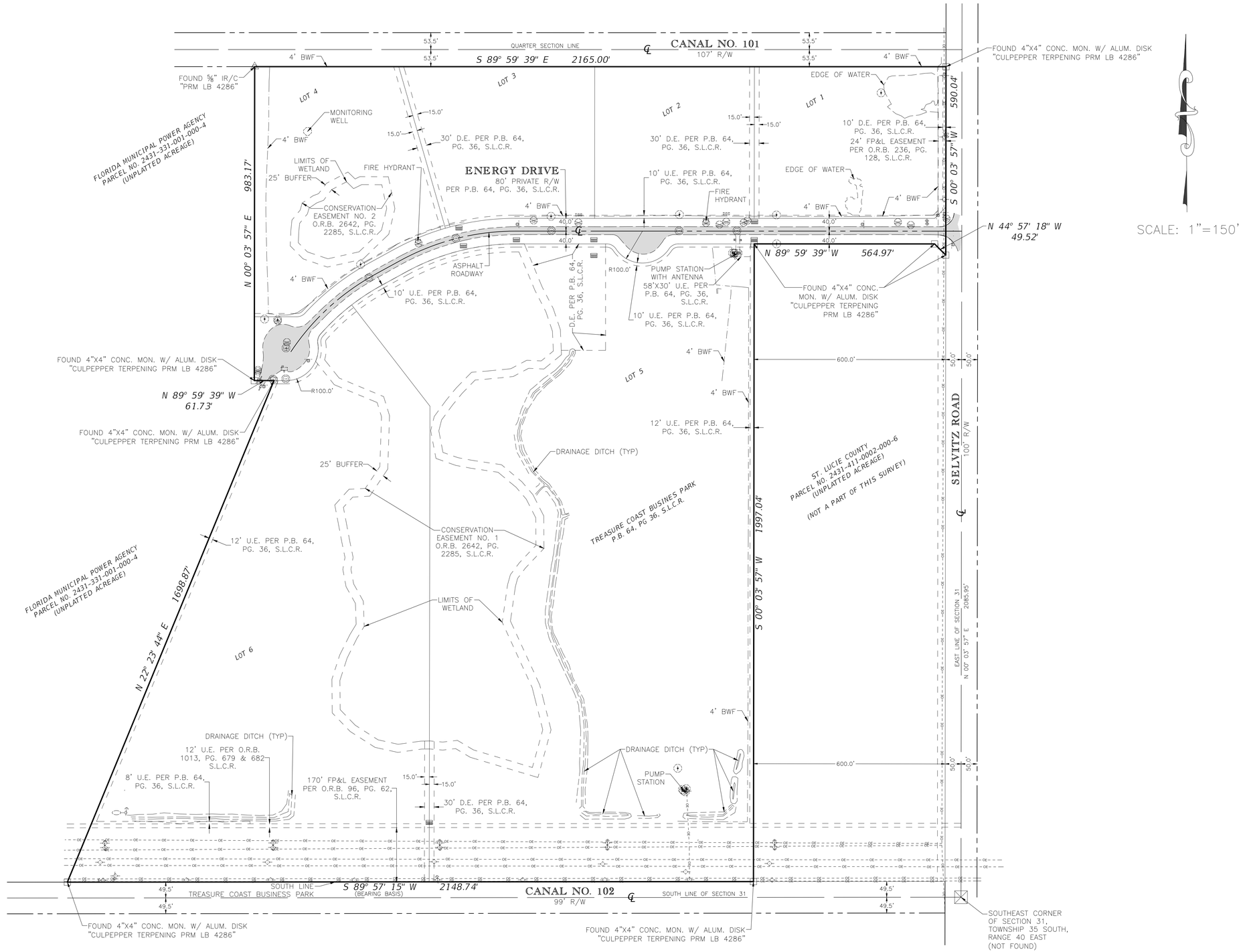
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

ABBREVIATIONS:

ALUM.	ALUMINUM
BM	BENCHMARK
BWF	BARBED WIRE FENCE
℄	CENTERLINE
CONC.	CONCRETE
D.E.	DRAINAGE EASEMENT
E.	EASTING
ELEV.	ELEVATION
INV.	INVERT
IR/C	IRON ROD WITH CAP
LB	LICENSED BUSINESS
N.	NORTHING
N/A	NOT APPLICABLE
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
S.L.C.R.	SAINT LUCIE COUNTY RECORDS
TYP.	TYPICAL
U.E.	UTILITY EASEMENT
W/	WITH

SYMBOLS AND LINETYPES:

- CATCH BASIN
- FIRE HYDRANT
- GUY ANCHOR
- LIGHT POLE
- MANHOLE - SANITARY
- STANDPIPE
- WATER METER
- UTILITY POLE
- SIGN
- VALVE COVER - GAS
- VALVE COVER - WATER
- VALVE COVER - SANITARY
- UTILITY MARKER
- OVERHEAD UTILITY LINE



SCALE: 1"=150'

DATE	REVISION	BY

ZEMAN CONSULTING GROUP
3970 RCA BLVD, SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

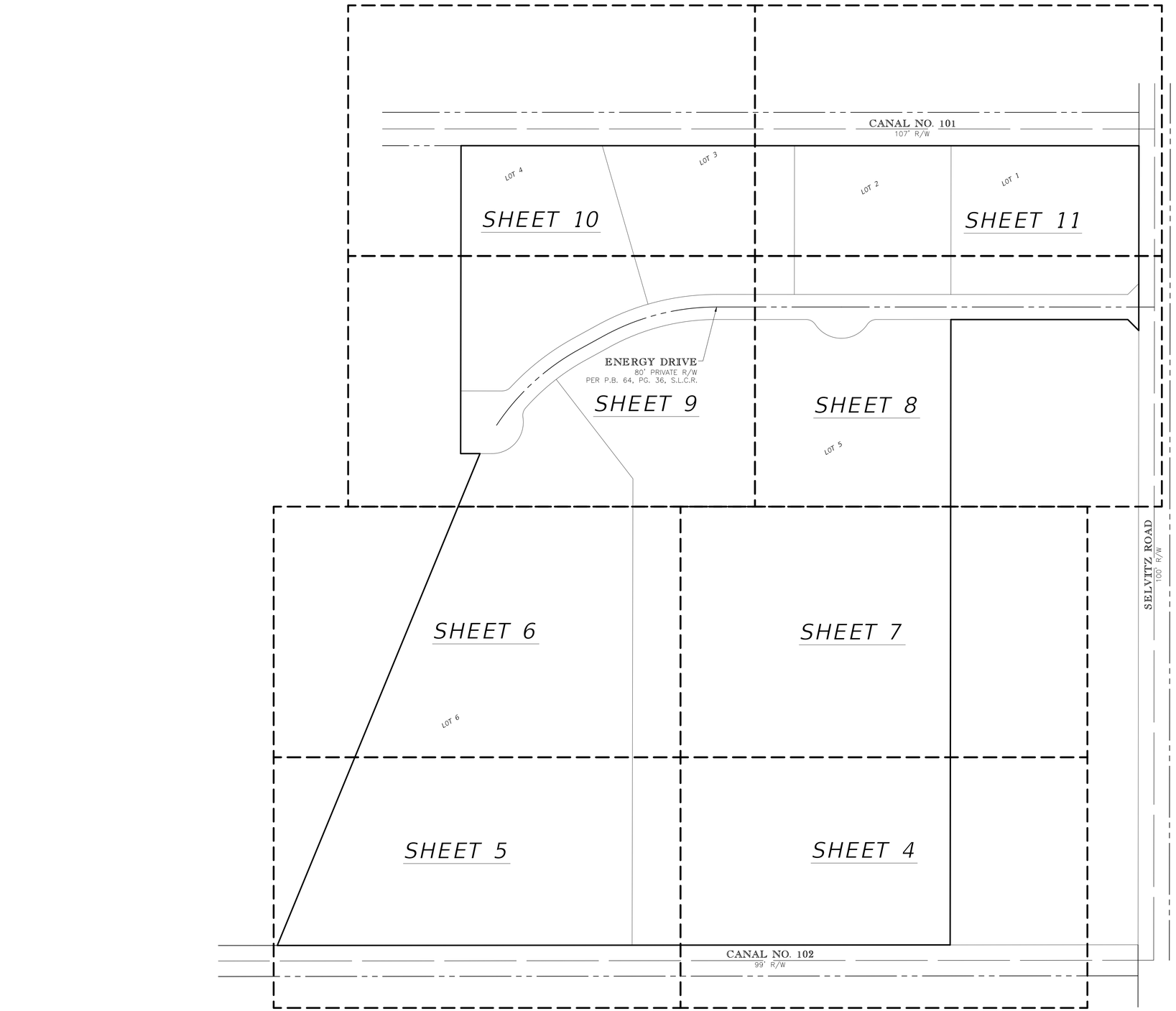
FIELD BY	N/A
FIELD BOOK(S)	N/A
PAGE(S)	N/A
DRAWN BY	LP
CHECKED BY	ED

PROJECT NO.	21030.00
SCALE	1" = 150'
DATE OF LAST FIELDWORK	10/09/21
DATE OF MAP	10/11/21

SURVEYOR'S SEAL

ALTA/NSPS SURVEY
FORT PIERCE COMMERCE CENTER

SHEET 2 OF 11



(NOT TO SCALE)

DATE	REVISION	BY

ZEMAN CONSULTING GROUP
3970 RCA BLVD. SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

FIELD BY	N/A
FIELD BOOK(S)	N/A
PAGE(S)	N/A
DRAWN BY	LP
CHECKED BY	ED

PROJECT NO.	21030.00
SCALE	N/A
DATE OF LAST FIELDWORK	10/09/21
DATE OF MAP	10/11/21

SURVEYOR'S SEAL

SHEET NUMBER GRAPHIC

FORT PIERCE COMMERCE CENTER

(SEE SHEET 7)

(SEE SHEET 5)

CONSERVATION EASEMENT NO. 1
O.R.B. 2642, PG. 2285, S.L.C.R.

LOT 5

BM RM3
N. = 1108780.857
E. = 860907.107
ELEV. = 17.40'
60D NAIL & DISK
RITZEL-MASON TRAV PT

ST. LUCIE COUNTY
PARCEL NO.
2431-411-0002-000-6
(UNPLATTED ACREAGE)
(NOT A PART OF THIS SURVEY)

SCALE: 1"=40'

CANAL NO. 102
99' R/W
℄

DATE	REVISION	BY

ZEMAN CONSULTING GROUP
3970 RCA BLVD. SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

FIELD BY	N/A
FIELD BOOK(S)	N/A
PAGE(S)	N/A
DRAWN BY	LP
CHECKED BY	ED

PROJECT NO.	21030.00
SCALE	1" = 40'
DATE OF LAST FIELDWORK	10/09/21
DATE OF MAP	10/11/21

SURVEYOR'S SEAL

TOPOGRAPHIC DETAIL SHEET
FORT PIERCE COMMERCE CENTER

SHEET 4 OF 11

(SEE SHEET 6)

SCALE: 1"=40'

FLORIDA MUNICIPAL POWER AGENCY
PARCEL NO.
2431-331-001-000-4
(UNPLATTED ACREAGE)

CONSERVATION EASEMENT NO. 1
O.R.B. 2642, PG. 2285, S.L.C.R.

LOT 6

LOT 5

24" CULVERT PIPE
E INV. ELEV.=15.71'
W INV. ELEV.=15.53'

8" PVC STANDPIPE

DRAINAGE CATCH BASIN
RIM ELEV. = 15.22'
36" REINFORCED CONCRETE PIPE
INV. ELEV. S. = 11.22'
BOTTOM OF BOX ELEV. = 10.27'

DRAINAGE CATCH BASIN
RIM ELEV. = 18.60'
36" REINFORCED CONCRETE PIPE
INV. ELEV. S. = 8.08'
BOTTOM OF BOX ELEV. = 7.82'

36" REINFORCED CONCRETE PIPE
DIRECTION ONLY

CANAL NO. 102
99' R/W

(SEE SHEET 4)

DATE	REVISION	BY

ZEMAN CONSULTING GROUP
3970 RCA BLVD. SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

FIELD BY	N/A
FIELD BOOK(S)	N/A
PAGE(S)	N/A
DRAWN BY	LP
CHECKED BY	ED

PROJECT NO.	21030.00
SCALE	1" = 40'
DATE OF LAST FIELDWORK	10/09/21
DATE OF MAP	10/11/21

SURVEYOR'S SEAL

TOPOGRAPHIC DETAIL SHEET
FORT PIERCE COMMERCE CENTER

(SEE SHEET 9)

SCALE: 1"=40'

FLORIDA MUNICIPAL POWER AGENCY
PARCEL NO.
2431-331-000-4
(UNPLATTED ACREAGE)

CONSERVATION EASEMENT NO. 1
O.R.B. 2642, PG. 2285, S.L.C.R.

LOT 6

LOT 5

(SEE SHEET 7)

(SEE SHEET 5)

DATE	REVISION	BY

ZEMAN CONSULTING GROUP
3970 RCA BLVD. SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

FIELD BY	N/A
FIELD BOOK(S)	N/A
PAGE(S)	N/A
DRAWN BY	LP
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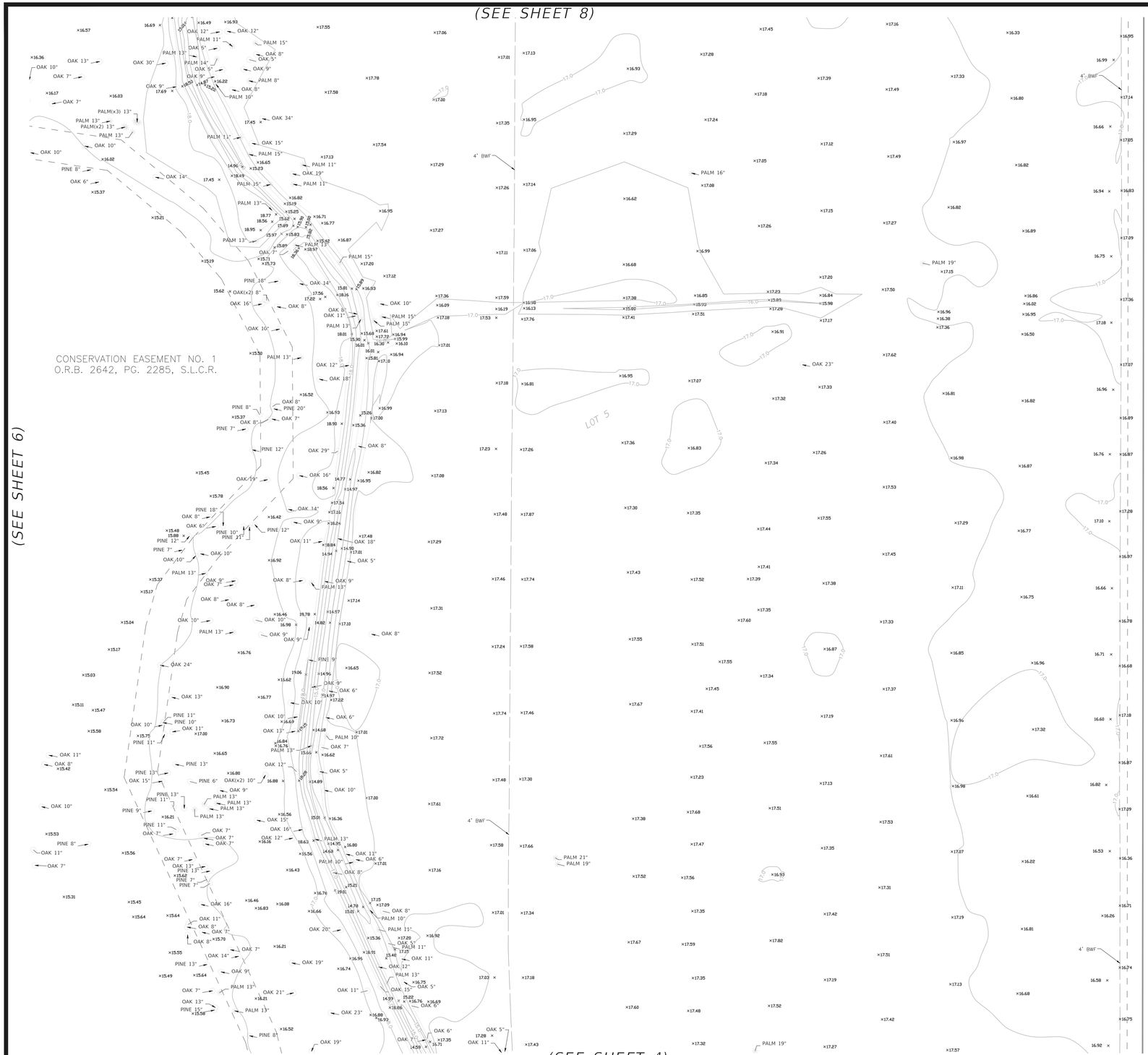
SURVEYOR'S SEAL

TOPOGRAPHIC DETAIL SHEET

FORT PIERCE COMMERCE CENTER

(SEE SHEET 8)



(SEE SHEET 6)

(SEE SHEET 4)

SCALE: 1"=40'

DATE	REVISION	BY

ZEMAN CONSULTING GROUP
3970 RCA BLVD. SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

FIELD BY	N/A
FIELD BOOK(S)	N/A
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SURVEYOR'S SEAL

TOPOGRAPHIC DETAIL SHEET

FORT PIERCE COMMERCE CENTER

(SEE SHEET 11)

(SEE SHEET 9)

(SEE SHEET 7)

SANITARY MANHOLE
RIM ELEV. = 18.85'
8" PVC PIPE
INV. ELEV. E. = 4.25'
8" PVC PIPE
INV. ELEV. S. = 4.08'
8" PVC PIPE
INV. ELEV. W. = 4.18'
BOTTOM OF BOX ELEV. = 4.16'

DRAINAGE CATCH BASIN
RIM ELEV. = 17.11'
24" REINFORCED CONCRETE PIPE
INV. ELEV. E. = 12.05'
24" REINFORCED CONCRETE PIPE
INV. ELEV. S. = 11.88'
BOTTOM OF BOX ELEV. = 11.33'

SANITARY MANHOLE
RIM ELEV. = 19.91'
8" PVC PIPE
INV. ELEV. E. = 5.08'
8" PVC PVC
INV. ELEV. S. = 9.52'
8" PVC PIPE
INV. ELEV. W. = 5.01'
8" PVC PIPE
INV. ELEV. N. = 11.15'
BOTTOM OF BOX ELEV. = 5.07'

MITERED END SECTION
12"x18" ELLIPTICAL RCP
INV. ELEV. W. = 17.57'

24" REINFORCED CONCRETE PIPE
DIRECTION ONLY

8" PVC
DIRECTION ONLY

8" PVC
DIRECTION ONLY

8" PVC
DIRECTION ONLY

DRAINAGE CATCH BASIN
RIM ELEV. = 16.44'
48" REINFORCED CONCRETE PIPE
INV. ELEV. N. = 10.44'
BOTTOM OF BOX ELEV. = 9.68'

DRAINAGE CATCH BASIN
RIM ELEV. = 18.45'
36" REINFORCED CONCRETE PIPE
INV. ELEV. E. = 11.23'
48" REINFORCED CONCRETE PIPE
INV. ELEV. S. = 10.05'
36" REINFORCED CONCRETE PIPE
INV. ELEV. W. = 11.18'
BOTTOM OF BOX ELEV. = 9.58'

DRAINAGE CATCH BASIN
RIM ELEV. = 17.17'
24" REINFORCED CONCRETE PIPE
INV. ELEV. N. = 11.78'
36" REINFORCED CONCRETE PIPE
INV. ELEV. W. = 11.91'
BOTTOM OF BOX ELEV. = 11.32'

SANITARY MANHOLE
8" PVC PIPE
INV. ELEV. N. = 10.15'
8" PVC PIPE
INV. ELEV. S. = 10.20'
8" PVC PIPE
INV. ELEV. W. = 10.14'
BOTTOM OF BOX ELEV. = 10.78'

MITERED END SECTION
12"x18" ELLIPTICAL REINFORCED CONCRETE PIPE
INV. ELEV. W. = 17.32'

BM RM2
N. = 1110506.593
E = 861518.322
ELEV. = 19.06'
5/8" IRON ROD & CAP
RITZEL-MASON TRAV PT

ST. LUCIE COUNTY
PARCEL NO.
2431-411-0002-000-6
(UNPLATTED ACREAGE)
(NOT A PART OF THIS SURVEY)

SCALE: 1"=40'

DATE	REVISION	BY

ZEMAN CONSULTING GROUP
3970 RCA BLVD. SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

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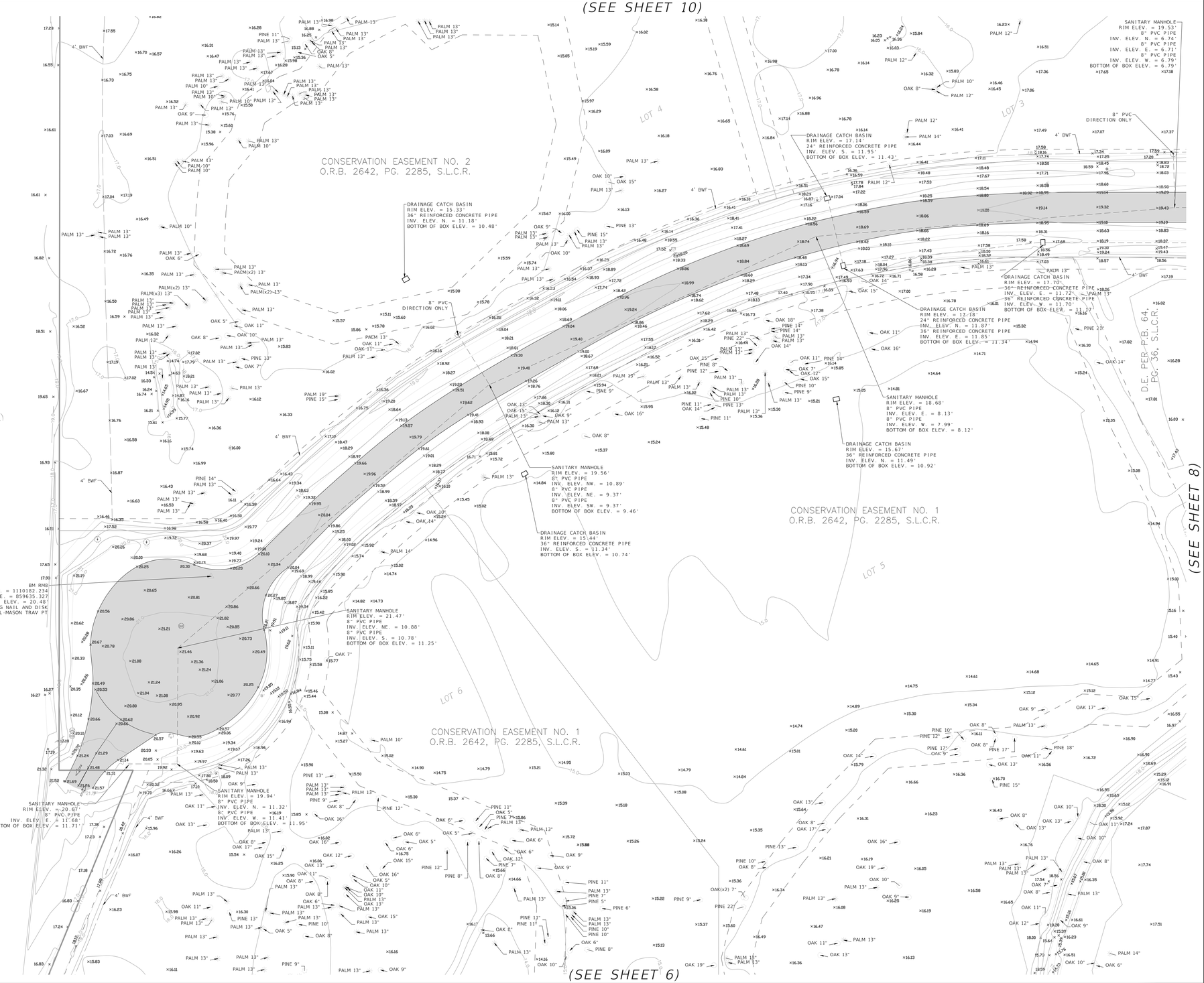
SURVEYOR'S SEAL

TOPOGRAPHIC DETAIL SHEET
FORT PIERCE COMMERCE CENTER

SHEET
8 OF 11

SCALE: 1"=40'



DATE	REVISION	BY

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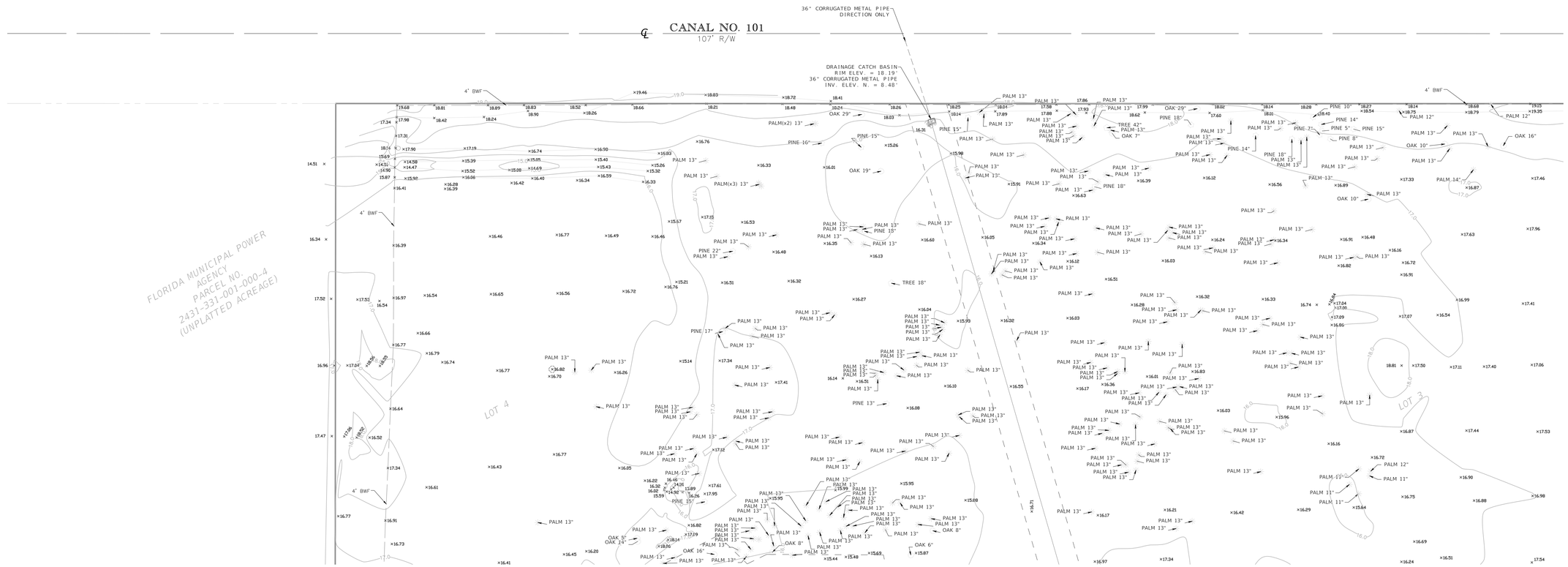
SURVEYOR'S SEAL

TOPOGRAPHIC DETAIL SHEET

FORT PIERCE COMMERCE CENTER

SHEET 9 OF 11

SCALE: 1"=40'



DATE	REVISION	BY

ZEMAN CONSULTING GROUP
3970 RCA BLVD. SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

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SURVEYOR'S SEAL

TOPOGRAPHIC DETAIL SHEET

FORT PIERCE COMMERCE CENTER

SHEET
10 OF 11

SCALE: 1"=40'

CANAL NO. 101
107' R/W

(SEE SHEET 10)

(SEE SHEET 8)

SELVITZ ROAD
100' R/W

DATE	REVISION	BY

ZEMAN CONSULTING GROUP
3970 RCA BLVD. SUITE #7750
PALM BEACH GARDENS, FL 33410 - LB 8431

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SURVEYOR'S SEAL

TOPOGRAPHIC DETAIL SHEET
FORT PIERCE COMMERCE CENTER

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4972147 OR BOOK 4746 PAGE 1204, Recorded 12/28/2021 03:56:48 PM Doc Tax: $45500.00

This Instrument Prepared by:
Riverside Abstract
1 Paragon Drive, Suite 150B
Montvale, NJ 07654

Return to:
Jeffrey Wolfe, Esq.
Sachs Sax Caplan, P.L.
6111 Broken Sound Parkway NW #200
Boca Raton, FL 33473

Property Folio Number:
2431-800-0002-000-0
2431-800-0003-000-7
2431-800-0004-000-4
2431-800-0005-000-1
2431-800-0006-000-8
2431-800-0007-000-5

WARRANTY DEED

This Warranty Deed made and executed the 3 day of December , 2021, by Tahoe1212 LLC, a Delaware limited liability company, whose address is 2093 Philadelphia Pike # 5041 Claymont, DE 19703 , hereinafter called the grantor, to St. Lucie Commerce Center LLC, a Florida limited liability company, whose address is 30 S. Hope Chapel Road, Jackson, NJ 08527 , hereinafter called the grantee:

(Wherever used herein the term "grantor" and grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns, wherever the context so admits or requires.)

Witnesseth: That the said grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in St. Lucie County, State of Florida, viz:

SEE EXHIBIT A

Together with all the elements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in

fee simple, that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for real estate taxes for the year 2022 and subsequent years.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first written above.

Tahoe1212, LLC, a Delaware limited liability company

WITNESS

Stephen E Gries
(signature)

Name: Stephen E. Gries
(print)

HRW Management, LLC,
a Nevada limited liability company

By: ACH MJW, LLC,
an Arizona limited liability company

By: _____
Michael Wick
Its: Manager

WITNESS

Portia Frost
(signature)

Name: Portia Frost
(print)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2021, by means of [ ] physical presence or [ ] online notarization by _____, as _____ of Tahoe1212 LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign _____

Print _____

State of _____ at Large (Seal)

My Commission Expires:

See attached CA Acknowledgment

Exhibit A

Lots 1 through 6, Treasure Coast Business Park, according to the plat thereof, as recorded in Plat Book 64, Pages 36 through 42, of the Public Records of St. Lucie County, Florida

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On December 3 2021 before me, Portia Frost "Notary Public" (Here insert name and title of the officer),

personally appeared Michael Wick,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Portia Frost
Notary Public Signature

(Notary Public Seal)

PORTIA FROST
COMM. #2296220
Notary Public - California
Los Angeles County
My Comm. Expires July 30, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Deed
(Title or description of attached document)

Emery Dr. Ft Pierce FL
(Title or description of attached document continued)

Number of Pages 3 Document Date 12/3/21

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☒ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

...NotaryClasses.com 800-873-9865

DISTRICT PLANNING GROUP

April 1, 2024

Kevin Freeman
Planning Director
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

RE: St. Lucie Commerce Center Planned Development Application resubmittal

Mr. Freeman:

Please accept this resubmittal for the St. Lucie Commerce Center Planned Development Application. The resubmittal has been drafted to conform with draft Ordinance for updates to the Planned Development code which you shared with the Development Review Committee.

The resubmittal reflects the requirements for the Master Development Plan. Each site's Final PD (FPD) will be processed as users and their business needs are identified.

If you have any questions, please feel free to reach out to me at (772) 882-5811.

Very respectfully,



Leslie Olson, AICP

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: St. Lucie Commerce Center - Zoning Atlas Amendment

CAO RLS FILE: RLS 24-306

DATE: August 13, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Ordinance for a Zoning Atlas Map Amendment at the St. Lucie Commerce Center. I would suggest adding a sentence to Exhibit C, Paragraph 6 that states "-" indicates a prohibited use. The draft Ordinance is otherwise approved as to form and correctness.

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

Thank you.
SH/mm

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Sunrise Residential - Master PD

CAO RLS FILE: RLS 24-328

DATE: October 1, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Planned Development (PD) Zoning Agreement ("Agreement") for an amended PD, St. Lucie Commerce Center. Outside counsel and I have reviewed the Agreement, made suggested changes, and made comments. The Draft Agreement is uploaded to Agenda Quick for your review.

I have been contacted by an attorney representing St. Lucie Commerce Center. I will provide the Draft Agreement directly to the Applicant's attorney and copy you on the email. I will suggest a meeting be set up should the attorney or his client have any questions. I will copy you on the email.

You will not need to resubmit this Agreement at this time. I will work with the attorney and you to finalize the Agreement.

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

Thank you.
SH

Parcel ID	Owner	Mailing Address 1	Mailing City State Zip
2431-506-0006-000-5	4505 HOLDINGS LLC	901 S 3rd ST	Fort Pierce; FL 34950-5172
2431-422-0001-000-3	City of Fort Pierce and Ft Pierce Utilities Aut	100 N US Highway 1	Fort Pierce; FL 34950-4205
2431-331-0001-000-4	Florida Municipal Power Agency	2061 Delta WAY; Unit Ste 2	Tallahassee; FL 32303-4240
3406-502-0005-000-1	Fort Pierce No 2 Llc	242 NW 42nd AVE	Miami; FL 33126-5488
3406-502-0004-000-4	Fort Pierce No 3 Llc	242 NW 42nd AVE	Miami; FL 33126-5488
2431-506-0001-000-0	Ft Pierce Business Park Phase II POA Inc	2101 W State Road 434; Unit Ste 315	Longwood; FL 32779-5053
3406-501-0002-000-7	Jason Taylor and Buck Taylor	4605 Selvitz RD	Fort Pierce; FL 34981-4806
2432-233-0002-000-3	K and M Properties of Fla LLC	4636 Scarborough DR	Lutz; FL 33559-8506
3406-501-0011-000-3	Meyer Utility Structures LLC	c/o Invoke Tax Partners LLC, PO Box 8	Aurora; OH 44202-0850
2431-131-0002-010-7	NSLRWCD	14666 Orange AVE	Fort Pierce; FL 34945-4511
3406-501-0002-010-0	Robert J Arend and Lauren M Arend	PO Box 12176	Fort Pierce; FL 34979-2176
2432-211-0006-000-3	SELVITZ I LLC	631 US Highway 1; Unit Ste 409	North Palm Beach; FL 33408-4621
2432-211-0005-000-6	SELVITZ II LLC	631 US Highway 1; Unit Ste 409	North Palm Beach; FL 33408-4621
2431-506-0005-000-8	Smith Bros Contracting Equipment Inc	5731 N Military TRL	West Palm Beach; FL 33407-1839
2431-411-0002-000-6	St Lucie County	2300 Virginia Ave	Fort Pierce; FL 34982-5632
2431-131-0001-000-0	Tarmac America LLC	5700 Lake Wright DR; Unit Ste 300	Norfolk; VA 23502-1859
2431-800-0001-000-3	TREASURE COAST BUSINESS PARK POA INC	c/o Midway Properties of St Lucie, 41	New Smyrna; FL 32169-5266
3406-501-0003-000-4	Vincent Frias and Maria Guinto Frias	4703 Selvitz Rd	Fort Pierce; FL 34981-4806

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: St. Lucie Commerce Center 25-013

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

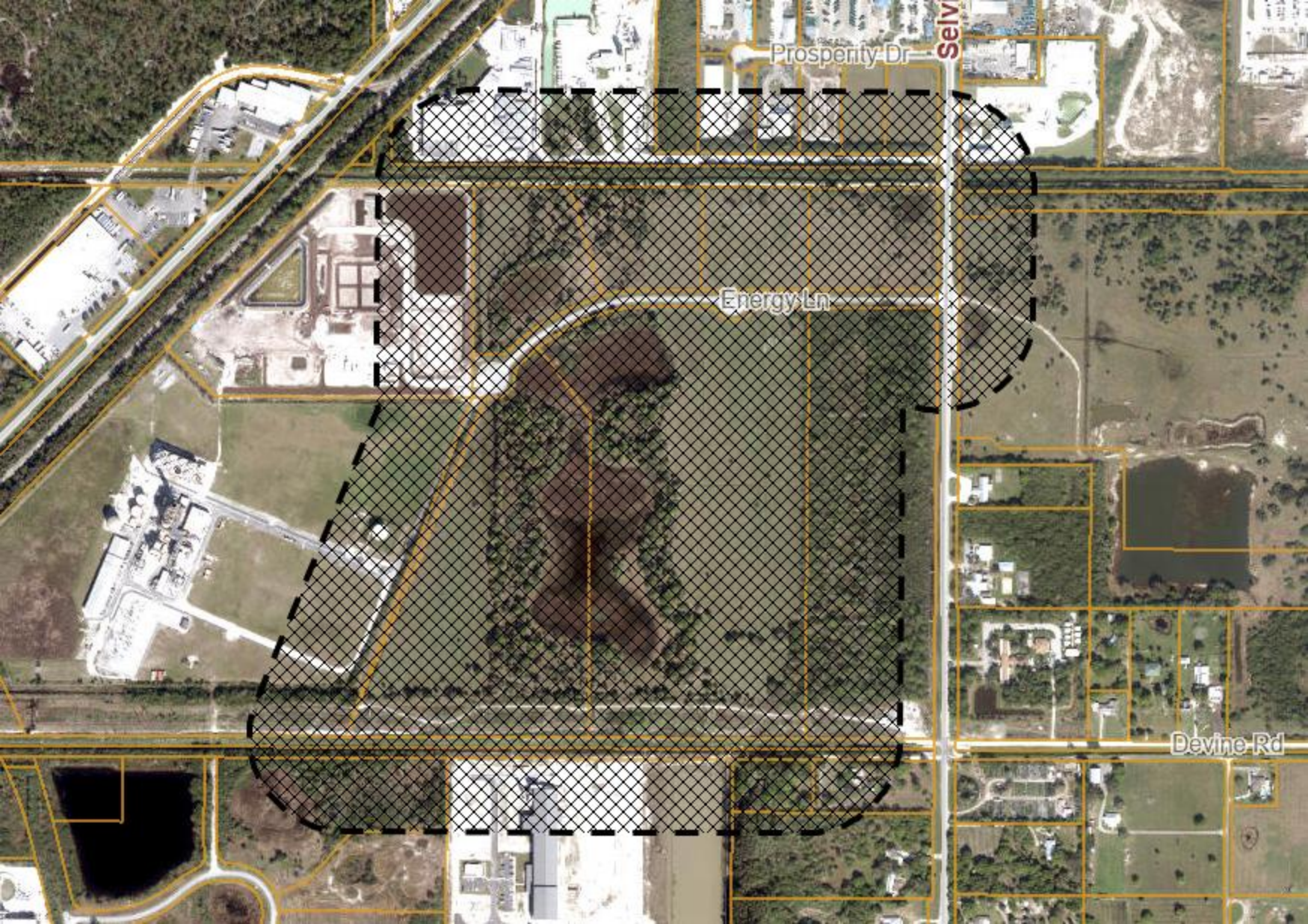
NOTICE BY NEWSPAPER: February 2nd, 2025

NOTICE BY MAIL: February 5th, 2025

NOTICE BY SIGNS: February 5th, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** February 4th, 2025


Prosperity Dr
Energy Ln
Devine Rd

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.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Tina Rel
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:

02/02/2025

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 02/02/2025

Keegan Keenan
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:	10993531	# of Copies:
Customer No:	1126026	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

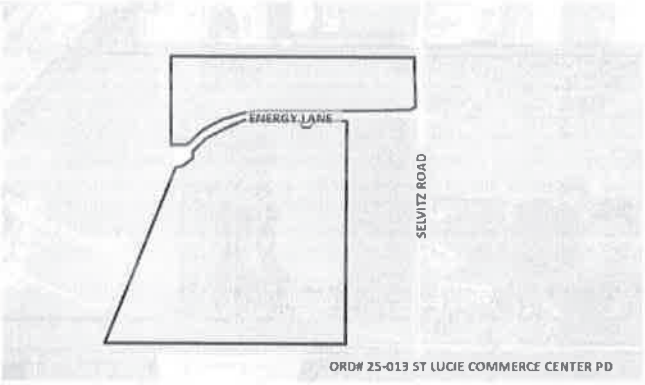
KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE

NOTICE OF PROPOSED REZONING

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 Section 166.041(3)(a), procedures for adoption of ordinances and resolutions, of the Florida Statutes, will on Tuesday February 18 , 2025 and Monday, March 3, 2025, hold Public Hearings on the enactment of the following proposed rezoning 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 25-013 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING SIX (6) PARCELS GENERALLY LOCATED AT OR NEAR ENERGY LANE CONTAINING APPROXIMATELY 108.38 ACRES OF LAND, MORE OR LESS, FROM LIGHT INDUSTRIAL (I-1) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF 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 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: 02/2/2025 & 2/16/2025

City Commission Regular Meeting **12. b.**

Meeting Date: 02/18/2025

Re: 25-006 Symphony Lakes CDD

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance ORD 25-006 Establishing the Symphony Lakes Community Development District. FIRST READING

SUMMARY:

This ordinance will create the Symphony Lakes Community Development District (CDD). A Petition to establish the Symphony Lakes Community Development District ("District") was submitted by Welsh Road Land Investments, LLC, to the City Commission of the City of Fort Pierce, Florida ("City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. The proposed CDD is generally located east of Selvitz Road, north of Devine Road, west of South 25th Street and southeast of Glades Cut Off Road, and contains approximately 87 +/- acres.

The proposed CDD is designed to provide a financing mechanism, as well as a long-term operation and maintenance entity, for community infrastructure and services, including but not limited to, the funding and construction of parks and facilities for indoor and outdoor recreational, cultural and educational uses, and security for the site, including but not limited to guardhouses, fences, gates, etc. as authorized and described by Section 190.012(2), Florida Statutes.

RECOMMENDATION:

Adopt Ordinance 25-006

ALTERNATIVES:

Adopt with modifications or do not adopt.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

Sara K. Hedges, City Attorney
Linda W. Cox, City Clerk

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

None

Attachments

25-006 Draft Ordinance
25-006 Symphony Lakes CDD Staff Presentation
Petition to establish CDD
Symphony Lakes CDD Map
Symphony Lakes CDD Legal Description
Public Notification Certification
Business Impact Form
CAO Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	02/10/2025 03:37 PM

Form Started By: Kev Freeman
Started On: 02/06/2025 01:48 PM
Final Approval Date: 02/10/2025

ORDINANCE NO. 25-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ESTABLISHING THE SYMPHONY LAKES COMMUNITY DEVELOPMENT DISTRICT** PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Petition to Symphony Lakes Community Development District ("District") was submitted by Welsh Road Land Investments, LLC, to the City Commission of the City of Fort Pierce, Florida ("City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, attached hereto as Exhibit 1; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive, and economic method of delivering community development services, in the area described in Exhibit 1, thereby providing a solution to the City's planning, management and financing needs for the delivery of capital infrastructure therein without overburdening the City and its taxpayers; and

WHEREAS, the City finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or Comprehensive Plan of the City; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, the creation of the District is the best alternative for delivering community development services and facilities to the area that will be served by the District; and

WHEREAS, that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals and/or regulations governing the land area to be included within the District; and

WHEREAS, the City has held a public hearing on the Petition in accordance with the requirements and procedures of Section 190.005(2)(b), Florida Statutes; and

WHEREAS, the City has considered the record of the public hearing and the factors set forth in Section 190.005(2)(c).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

SECTION 2. The "Symphony Lakes Community Development District" ("District") is hereby established for the area of land and with the external boundaries as described in Exhibit 2, attached hereto, said boundaries encompassing approximately 87 acres of land, pursuant to Section 190.005(2), Florida Statutes.

SECTION 3. The District is granted all general powers authorized pursuant to Section 190.011, Florida Statutes, and the special powers authorized pursuant to Section 190.012(1), Florida Statutes, Section 190.012(3), Florida Statutes, and Sections 190.012(2)(a) and (d), Florida Statutes.

SECTION 4. The five persons designated to serve as initial members of the District's Board of Supervisors are: Kimberly Sakuma, Diane Gallagher, Michael Shepherd, Garrett Alan Barnes, Jr., and Kasey Cardoso.

SECTION 5. Non ad valorem special assessments, as defined in Chapter 190, Florida Statutes, shall only be levied by the District on those lands included within the District boundary and in accordance with Chapter 190, Florida Statutes.

SECTION 6. The District shall provide public notice of all meetings pursuant to law.

SECTION 7. In the event that the District established hereunder is terminated for any reason, the City shall in no way be required to accept ownership and/or maintenance responsibility for the road rights of way, stormwater management and drainage systems, street lighting or other improvements that are necessary for the development in the District without the City's express written consent. In the event of termination, the District shall be responsible for ensuring the transfer of such ownership and maintenance responsibilities to an appropriate entity other than the City as authorized by law.

SECTION 8. 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 9. 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 10. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
& CORRECTNESS:

_____
Sara K. 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. 25-006 was duly advertised in the St. Lucie News Tribune on Monday, January 20, 2025, Monday, January 27, 2025, Monday, February 3, 2025, Monday, February 10, 2025, Monday, February 17, 2025, and Monday, February 24, 2025; copy of said Ordinance and the Petition Exhibit was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on February 18, 2025; and was duly introduced, read by title only, and passed on second and final reading _____ 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

_____
Linda W. Cox
City Clerk

(CITY SEAL)

Exhibit 1

Petition to Establish Symphony Lakes Community Development District
{TO BE ATTACHED}

Exhibit 2

Legal Description

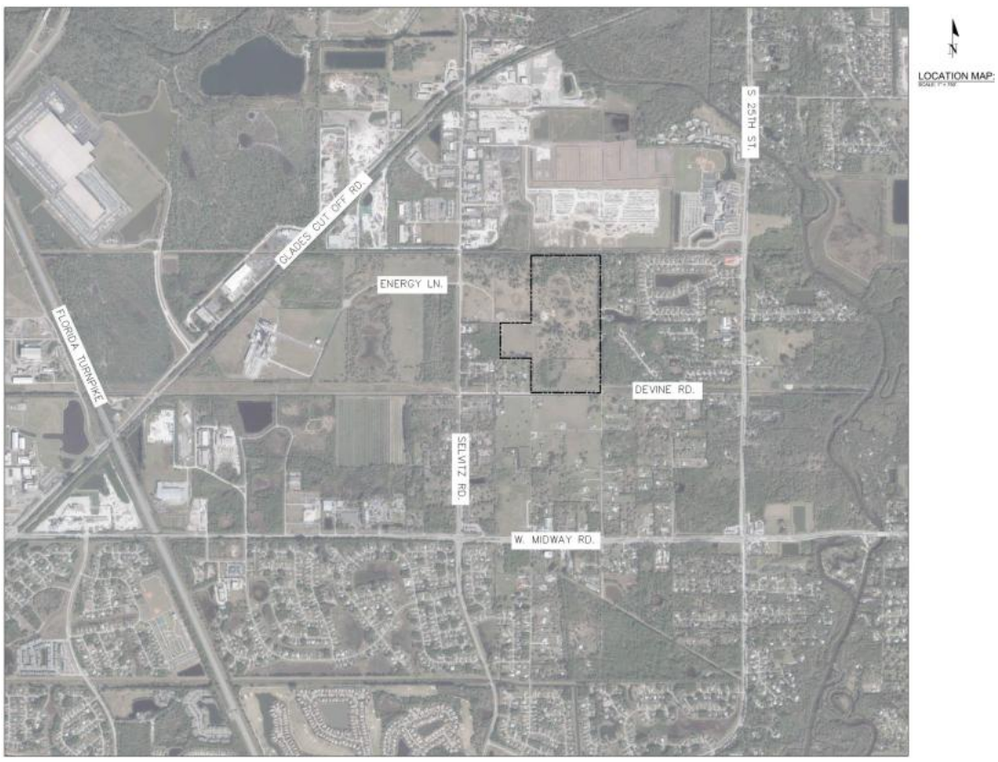
LEGAL (PROPOSED SINGLE FAMILY & RECREATION TRACT)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32: THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32, NORTH 00°04'35" EAST, A DISTANCE OF 1327.48 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AS RECORDED IN PLAT BOOK 21, PAGES 11 ANO 11A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, ANO PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 607.47 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32 ANO TO THE POINT OF BEGINNING: THENCE DEPARTING SAID WEST LINE, NORTH OO'D2'26" WEST, A DISTANCE OF 75.95 FEET: THENCE SOUTH 89"56'18" EAST. A DISTANCE OF 657.50 FEET TO THE EAST LINE OF THE WEST HALF Of SAID SOUTHWEST QUARTER Of SECTION 32: THENCE ALONG SAID EAST LINE, NORTH 00'01'02" WEST, A DISTANCE OF 1208.49 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101, SAID RIGHT-OF-WAY LINE BEING 42.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE: THENCE SOUTH 89"57'58" EAST, A DISTANCE OF 1287.83 FEET, TO THE WEST RIGHTOF-WAY LINE CHRISTENSEN ROAD, SAID RIGHT-OF-WAY LINE BEING 25.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, ANO PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00'06' 41" EAST, A DISTANCE OF 2559. 70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
CANAL NO. 102, SAID RIGHT-OF-WAY LINE BEING 46,00 FEET NORTH Of, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°53'07" WEST, A DISTANCE OF 1292.03 FEET
TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32:THENCE ALONG SAID WEST LINE, NORTH 00°01'02" WEST, A DISTANCE OF 616.88 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID SOUTH LINE, SOUTH 89"55'21" WEST, A DISTANCE OF 658.01 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER Of THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID WEST LINE, NORTH 00'01'46" EAST, A DISTANCE OF 663.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 87.000 ACRES OR 3,789,686 SQUARE FEET MORE OR LESS.

Exhibit 3

Map of Symphony Lakes Community Development District



CITY OF FORT PIERCE

CITY COMMISSION

February 18th, 2025

PETITION TO ESTABLISH THE SYMPHONY LAKES COMMUNITY DEVELOPMENT DISTRICT

SUMMARY

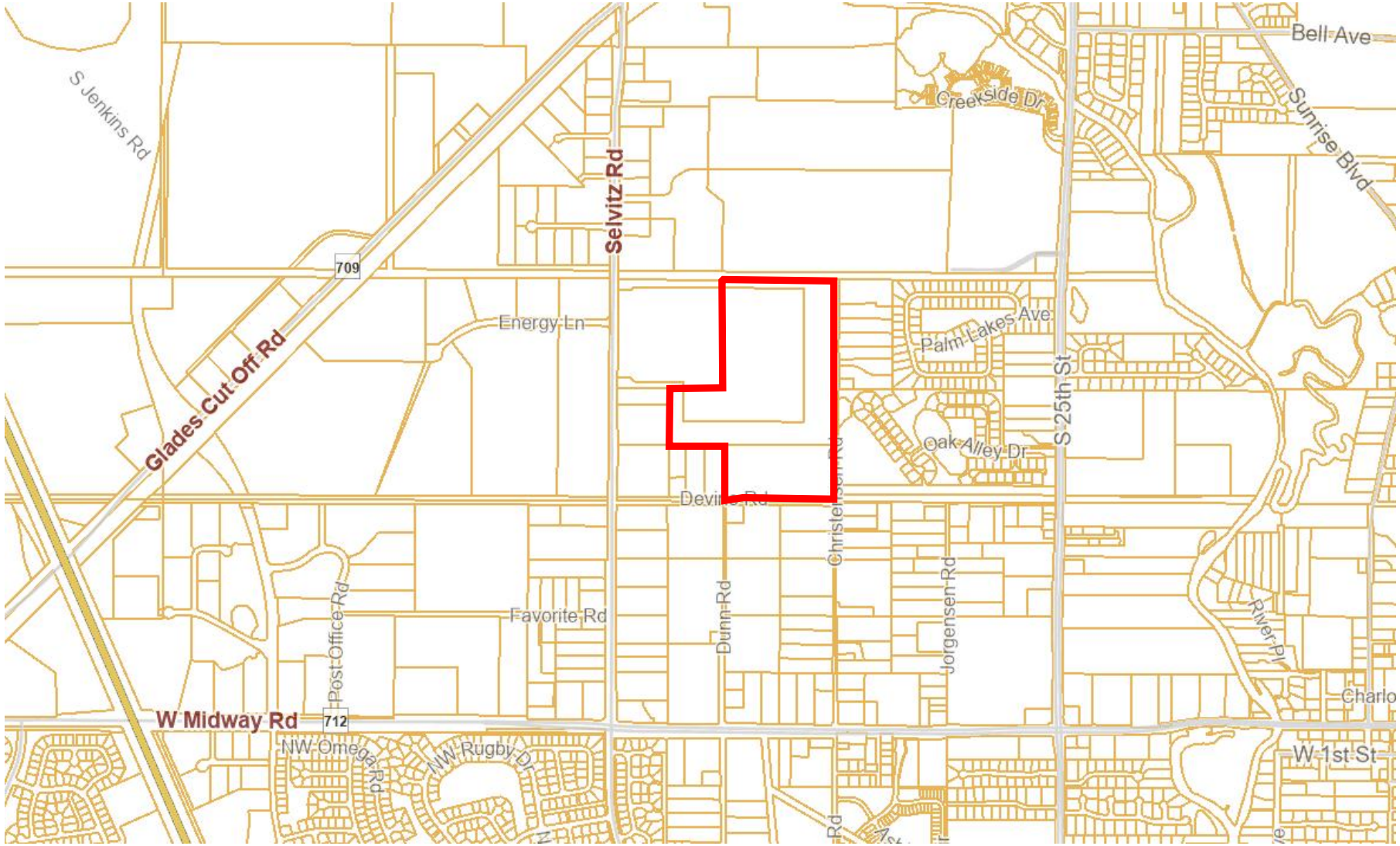
This ordinance will create the Symphony Lakes Community Development District (CDD).

A Petition to establish the Symphony Lakes Community Development District (“District”) was submitted by Welsh Road Land Investments, LLC, to the City Commission of the City of Fort Pierce, Florida (“City”) pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

The proposed CDD is designed to provide a financing mechanism, as well as a long-term operation and maintenance entity, for community infrastructure and services, including but not limited to, the funding and construction of parks and facilities for indoor and outdoor recreational, cultural and educational uses, and security for the site, including but not limited to guardhouses, fences, gates, etc. as authorized and described by Section 190.012(2), Florida Statutes.

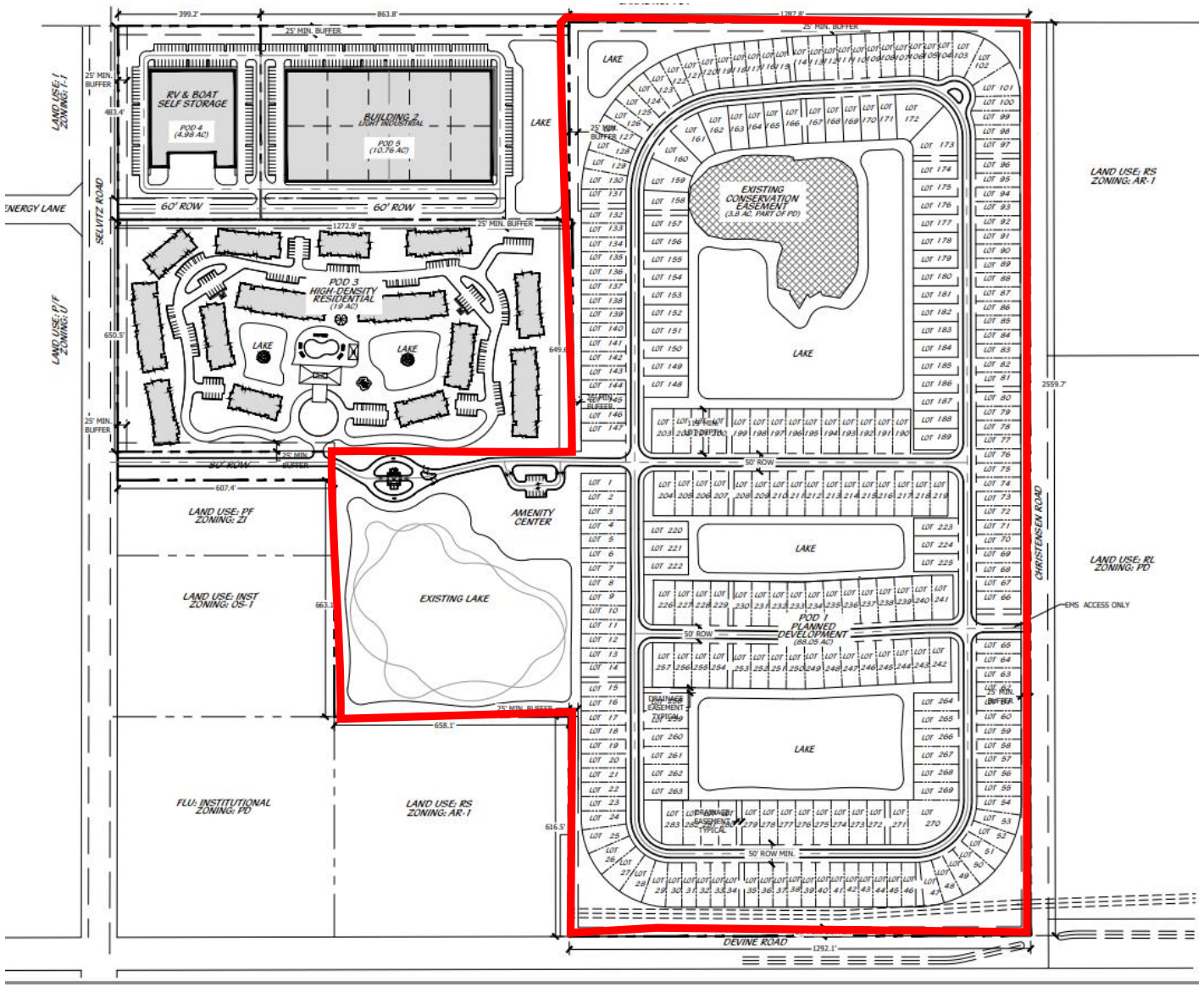
LOCATION

The proposed CDD is generally located east of Selvitz Road, north of Devine Road, west of South 25th Street and southeast of Glades Cut Off Road and contains approximately 87 +/- acres.



LOCATION

The Petition for the Symphony Lakes CDD comprises Pod 1 of an approved Planned Development (PD) Ordinance 23-058 Selvitz Road Mixed Use PD (06/03/2024)



SYMPHONY LAKES CDD

RECOMMENDATION

Staff recommendation is for the City Commission to ADOPT Ordinance 26-006.

ALTERNATIVE RECOMMENDATIONS

Adopt with modifications
or
Do not adopt.

PETITION TO ESTABLISH
SYMPHONY LAKES
COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine
Florida Bar No. 0155527
Jere.earlywine@kutakrock.com
KUTAK ROCK LLP
107 W. College Ave.
Tallahassee, Florida 32301
850-528-6152

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, WELSH ROAD LAND INVESTMENTS, LLC ("**Petitioner**"), hereby petitions the City Commission for the City of Fort Pierce, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District ("**District**") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Fort Pierce, Florida, and is comprised of approximately 87 acres of land. **Exhibit 1** depicts the general location of the project. The site is generally located east of Selvitz Road, north of Devine Road, west of Street 25th Street, and south of Glades Cut Off Road. The sketch and metes and bounds descriptions of the external boundary of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no excluded parcels within the boundaries of the District.

3. Landowner Consent and Authorization. Petitioner has provided the written consent of 100% of the landowners to establishment of the District. The consents are attached hereto as **Exhibit 3.**

4. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows: Kimberly Sakuma, Diane Gallagher, Michael Shepherd, Garrett Alan Barnes Jr., and Kasey Cardoso, each with an address of c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is the Symphony Lakes Community Development District.

6. Existing and Future Land Uses. The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 4**. These proposed land uses are consistent with the applicable local comprehensive plan.

6. Major Water and Wastewater Facilities. **Exhibit 5** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

7. District Facilities and Services. **Exhibit 6** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install, as well as the estimated costs of construction. At present, these improvements are estimated to be made, acquired, constructed and installed from 2025 through 2026. Actual construction timetables and

expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("**SERC**") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agents. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine as its authorized agent. See **Exhibit 3**. Copies of all correspondence and official notices should be sent to:

Jere Earlywine
Florida Bar No. 0155527
Jere.earlywine@kutakrock.com
KUTAK ROCK LLP
107 W. College Ave.
Tallahassee, Florida 32301
850-528-6152

11. This petition to establish the District should be granted for the following reasons:

a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the applicable local comprehensive plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in the county from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests that:

a. a public hearing be scheduled in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. an ordinance be adopted establishing the District pursuant to Chapter 190, Florida Statutes;

c. the ordinance provide for the District to exercise certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Section 190.012(2), Florida Statutes; and

d. such other relief be granted as may be necessary or appropriate.

RESPECTFULLY SUBMITTED, this 20 day of November, 2024.

Submitted by: _____

Jere Earlywine
Florida Bar No. 0155527
Jere.earlywine@kutakrock.com
KUTAK ROCK LLP
107 W. College Ave.
Tallahassee, Florida 32301
850-528-6152

EXHIBIT 1



Mills, Short & Associates

Symphony Lakes
Location Map
November 2024

Exhibit 1

EXHIBIT 2

Site Legal Description
Symphony Lakes

LEGAL (PROPOSED SINGLE FAMILY & RECREATION TRACT)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32: THENCE ALONG THE WEST **LINE** OF SAID SOUTHWEST QUARTER OF SECTION 32, NORTH 00°04'35" EAST, A DISTANCE OF 1327.48 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID SOUTH **LINE,** NORTH 89°57'34" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AS RECORDED IN PLAT BOOK 21, PAGES 11 ANO 11A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, ANO PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 607.47 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32 ANO TO THE POINT OF BEGINNING: THENCE DEPARTING SAID WEST LINE, NORTH OO'D2'26" WEST, A DISTANCE OF 75.95 FEET: THENCE SOUTH 89"56'18" EAST. A DISTANCE OF 657.50 FEET TO THE EAST **LINE** OF THE WEST HALF Of SAID SOUTHWEST QUARTER Of SECTION 32: THENCE ALONG SAID EAST LINE, NORTH 00'01'02" WEST, A DISTANCE OF 1208.49 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101, SAID RIGHT-OF-WAY LINE BEING 42.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, ANO PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE: THENCE SOUTH 89"57'58" EAST, A DISTANCE OF 1287.83 FEET, TO THE WEST RIGHT-OF-WAY LINE CHRISTENSEN ROAD, SAID RIGHT-OF-WAY LINE BEING 25.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, ANO PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID **WEST** RIGHT-OF-WAY L !NE, SOUTH 00'06' 41" EAST, A DISTANCE OF 2559. 70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER **WATER** CONTROL DISTRICT CANAL NO. 102, SAID RIGHT-OF-WAY LINE BEING 46,00 FEET NORTH Of, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID NORTH RIGHT-OF-WAY **LINE,** SOUTH 89°53'07" WEST, A DISTANCE OF 1292.03 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID WEST **LINE,** NORTH 00°01'02" WEST, A DISTANCE OF 616.88 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER Of SAID SOUTHWEST QUARTER Of SECTION 32: THENCE ALONG SAID SOUTH LINE, SOUTH 89"55'21" WEST, A DISTANCE OF 658.01 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER Of THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID WEST LINE, NORTH 00'01'46" EAST, A DISTANCE OF 663.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 87.000 ACRES OR 3,789,686 SQUARE FEET MORE OR LESS.

EXHIBIT 3

Consent to Community Development District Establishment
[*Proposed Symphony Lakes Community Development District*]

The undersigned, on behalf of the landowners (together, "**Landowners**") identified below, represents that the Landowners (collectively) own 100% of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("**Property**").

Pursuant to Section 190.005, Florida Statutes, the Landowners hereby consent to the establishment of the Symphony Lakes Community Development District ("**CDD**") that will include the Property within the lands to be a part of the CDD and agree to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the CDD.

This document shall also serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner with regard to any and all matters pertaining to the *Petition to Establish a Community DevelopmentDistrict* pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1*), Florida Statutes*.

The undersigned hereby represents and warrants that he or she has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Consent to Community Development District Establishment
[*Proposed Symphony Lakes Community Development District*]

Executed this 16th day of October, 2024.

Witnessed:

Name: Danielle Duntley

Name: LaQuesha Preston

SELVITZ I, LLC

Donald Stevenson, Authorized Signatory

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of October, 2024, by Donald Stevenson, as an authorized representative of **SELVITZ I, LLC**, and who appeared before me this day in person, and who is either personally known to me, or produced driver license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Name: LaQuesha Preston
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

La Quesha Preston
Notary Public
State of Florida
My Commission Expires 05/02/2026
Commission No. HH 259956

Consent to Community Development District Establishment
[*Proposed Symphony Lakes Community Development District*]

Executed this 16 day of October, 2024.

Witnessed:

Name: Danielle Yunkley

Name: LaQuesha Preston

SELVITZ II, LLC

Donald Stevenson, Authorized Signatory

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of October, 2024, by Donald Stevenson, as an authorized representative of **SELVITZ II, LLC**, and who appeared before me this day in person, and who is either personally known to me, or produced driver license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Name: LaQuesha Preston
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

La Quesha Preston
Notary Public
State of Florida
My Commission Expires 05/02/2026
Commission No. HH 259956

Consent to Community Development District Establishment
[*Proposed Symphony Lakes Community Development District*]

Executed this 16 day of October, 2024.

Witnessed:

Name: Danielle Buckley

Name: La Quesha Preston

SELVITZ III, LLC

Donald Stevenson, Authorized Signatory

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of October, 2024, by Donald Stevenson, as an authorized representative of **SELVITZ III, LLC**, and who appeared before me this day in person, and who is either personally known to me, or produced driver license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Name: La Quesha Preston
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

La Quesha Preston
Notary Public
State of Florida
My Commission Expires 05/02/2026
Commission No. HH 259956

Exhibit A:
Legal Description

Site Legal Description
Symphony Lakes

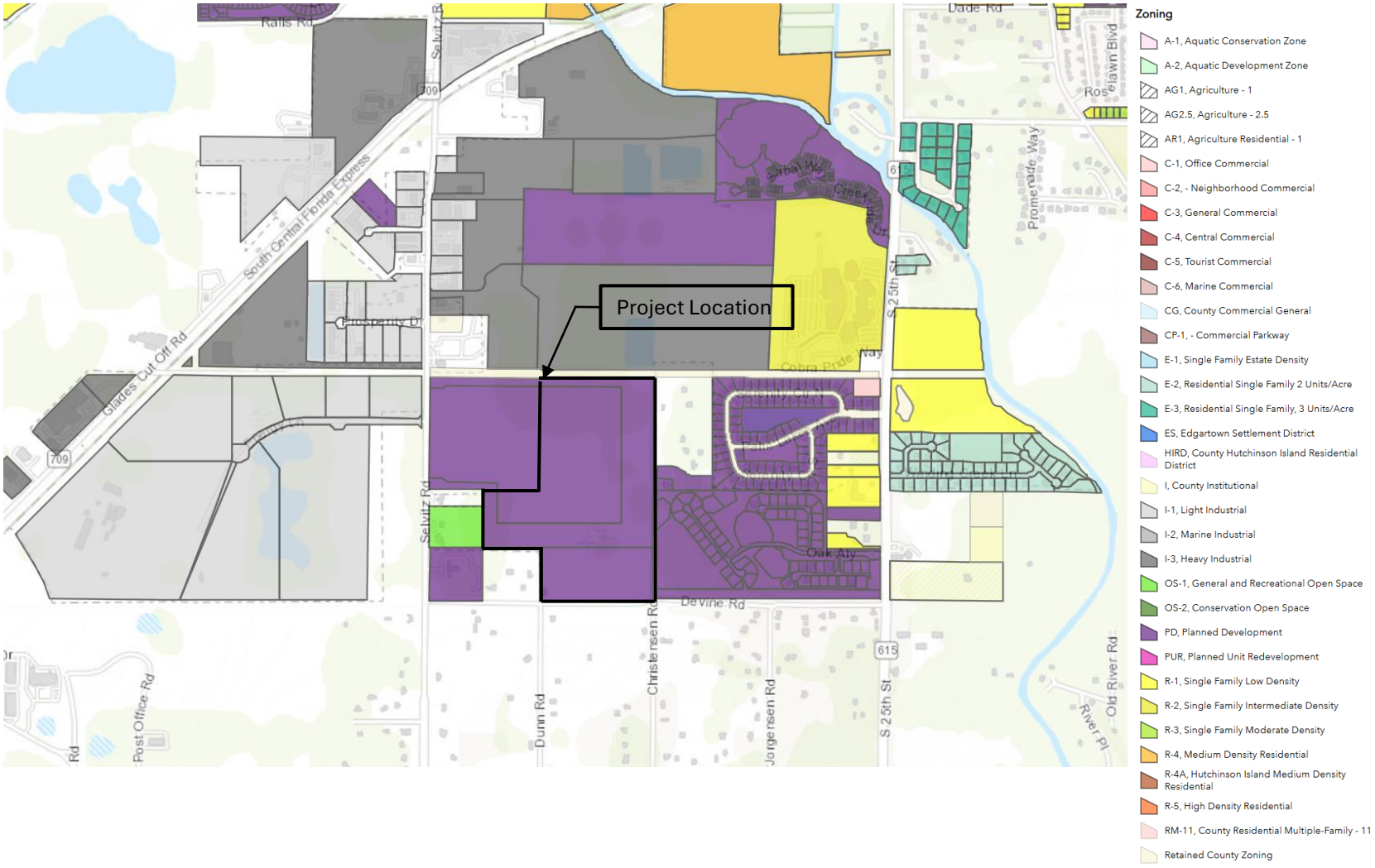
LEGAL (PROPOSED SINGLE FAMILY & RECREATION TRACT)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32: THENCE ALONG THE WEST **LINE** OF SAID SOUTHWEST QUARTER OF SECTION 32, NORTH 00°04'35" EAST, A DISTANCE OF 1327.48 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID SOUTH **LINE,** NORTH 89°57'34" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AS RECORDED IN PLAT BOOK 21, PAGES 11 ANO 11A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, ANO PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 607.47 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32 ANO TO THE POINT OF BEGINNING: THENCE DEPARTING SAID WEST LINE, NORTH OO'D2'26" WEST, A DISTANCE OF 75.95 FEET: THENCE SOUTH 89"56'18" EAST. A DISTANCE OF 657.50 FEET TO THE EAST **LINE** OF THE WEST HALF Of SAID SOUTHWEST QUARTER Of SECTION 32: THENCE ALONG SAID EAST LINE, NORTH 00'01'02" WEST, A DISTANCE OF 1208.49 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101, SAID RIGHT-OF-WAY LINE BEING 42.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, ANO PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE: THENCE SOUTH 89"57'58" EAST, A DISTANCE OF 1287.83 FEET, TO THE WEST RIGHT-OF-WAY LINE CHRISTENSEN ROAD, SAID RIGHT-OF-WAY LINE BEING 25.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, ANO PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID **WEST** RIGHT-OF-WAY L !NE, SOUTH 00'06' 41" EAST, A DISTANCE OF 2559. 70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER **WATER** CONTROL DISTRICT CANAL NO. 102, SAID RIGHT-OF-WAY LINE BEING 46,00 FEET NORTH Of, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID NORTH RIGHT-OF-WAY **LINE,** SOUTH 89°53'07" WEST, A DISTANCE OF 1292.03 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID WEST **LINE,** NORTH 00°01'02" WEST, A DISTANCE OF 616.88 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER Of SAID SOUTHWEST QUARTER Of SECTION 32: THENCE ALONG SAID SOUTH LINE, SOUTH 89"55'21" WEST, A DISTANCE OF 658.01 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER Of THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32: THENCE ALONG SAID WEST LINE, NORTH 00'01'46" EAST, A DISTANCE OF 663.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 87.000 ACRES OR 3,789,686 SQUARE FEET MORE OR LESS.

EXHIBIT 4


Project Location
Zoning
A-1, Aquatic Conservation Zone
A-2, Aquatic Development Zone
AG1, Agriculture - 1
AG2.5, Agriculture - 2.5
AR1, Agriculture Residential - 1
C-1, Office Commercial
C-2, - Neighborhood Commercial
C-3, General Commercial
C-4, Central Commercial
C-5, Tourist Commercial
C-6, Marine Commercial
CG, County Commercial General
CP-1, - Commercial Parkway
E-1, Single Family Estate Density
E-2, Residential Single Family 2 Units/Acre
E-3, Residential Single Family, 3 Units/Acre
ES, Edgartown Settlement District
HIRD, County Hutchinson Island Residential District
I, County Institutional
I-1, Light Industrial
I-2, Marine Industrial
I-3, Heavy Industrial
OS-1, General and Recreational Open Space
OS-2, Conservation Open Space
PD, Planned Development
PUR, Planned Unit Redevelopment
R-1, Single Family Low Density
R-2, Single Family Intermediate Density
R-3, Single Family Moderate Density
R-4, Medium Density Residential
R-4A, Hutchinson Island Medium Density Residential
R-5, High Density Residential
RM-11, County Residential Multiple-Family - 11
Retained County Zoning
Selvitz Rd
South Central Florida Express
Glades Cut Off Rd
Devine Rd
Christensen Rd
Dunn Rd
Jorgensen Rd
S 25th St
Oak Alv
Cobra Pride Way
Promenade Way
Old River Rd
Post Office Rd
709
615

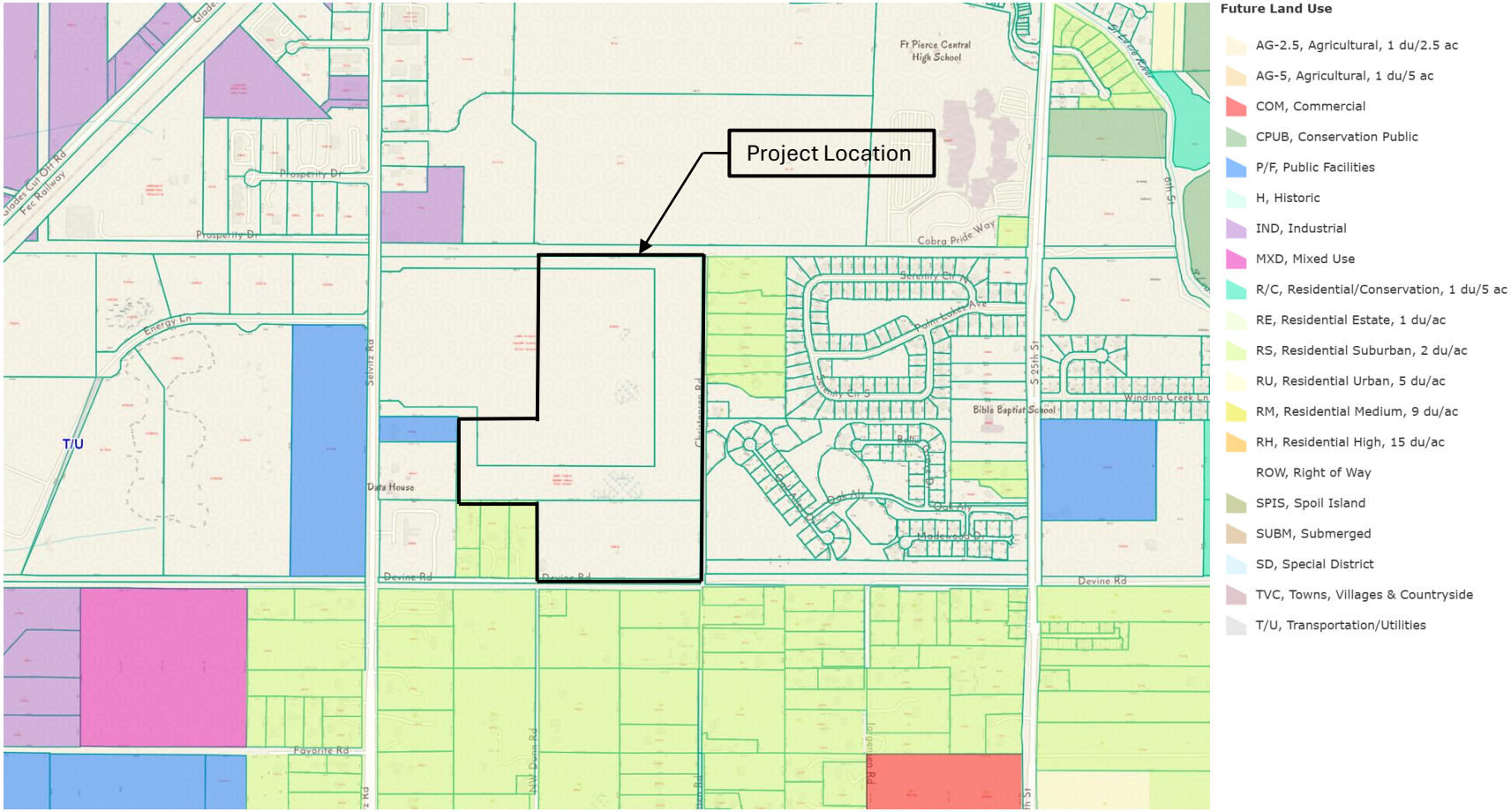

Project Location
Ft Pierce Central High School
Prosperity Dr
Energy Ln
Selvitz Rd
T/U
Data House
Devine Rd
Cobra Pride Way
Bible Baptist School
Winding Creek Ln
S 25th St
Favorite Rd
Future Land Use
AG-2.5, Agricultural, 1 du/2.5 ac
AG-5, Agricultural, 1 du/5 ac
COM, Commercial
CPUB, Conservation Public
P/F, Public Facilities
H, Historic
IND, Industrial
MXD, Mixed Use
R/C, Residential/Conservation, 1 du/5 ac
RE, Residential Estate, 1 du/ac
RS, Residential Suburban, 2 du/ac
RU, Residential Urban, 5 du/ac
RM, Residential Medium, 9 du/ac
RH, Residential High, 15 du/ac
ROW, Right of Way
SPIS, Spoil Island
SUBM, Submerged
SD, Special District
TVC, Towns, Villages & Countryside
T/U, Transportation/Utilities

EXHIBIT 5


Christensen Rd
Devine Rd
Selvitz Rd
Dunn Rd
Legend
Electric Primary Wire
Transmission Wire
Gas Main
Fiber Optic Cable
Potable Water Main
Raw Water Main
Wastewater Force Main
WW Gravity Main
Pole
Fuse
Transformers
Overhead
Pad Mount
Valves
Gas
Water
Raw Water
Waste Water
Fire Hydrant
Well
Lift Station
Disclaimer:
The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.
811
Know what's below. Call before you dig.
Date: 8/5/2024
FPUA
FPUA Web Map
1 inch = 500 feet
Created By:
Name
(772) 466-1600
FAX (772) 461-1938

EXHIBIT 6

CDD Proposed Facilities and Services

Improvement	Estimated Cost	Final Owner/ Maintenance Entity
Stormwater Management System	$3,015,427	CDD
Roadways	$1,356,942	CDD
Water & Wastewater Systems	$2,713,884	City
Undergrounding of Conduit	$250,000	CDD
Hardscaping, Landscape, Irrigation	$2,629,637	CDD
Amenities	$1,000,000	CDD
Conservation Areas	$500,000	CDD
Offsite Improvements	$1,500,000	County
Professional Services	$1,296,589	NA
Contingency	$1,426,248	NA
Total	***$15,688,727***	

NOTES:

1. The figures above are based on estimates only.
2. Also, the developer reserves the right to privately finance any of the above improvements and transfer them to a homeowners' association upon completion for ownership and maintenance.

EXHIBIT 7

EXHIBIT 7

(SERC)

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form the **Symphony Lakes Community Development District** (the "District"). The proposed District comprises approximately 87 acres of land located within the City of Fort Pierce, Florida (hereafter "City"). The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District.

The Development plan for the proposed lands within the District includes a residential community with up to the permitted allowable homes. Such uses are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing,

constructing, operating, and maintaining community infrastructure for planned developments. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule[1] directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

[1] For the purposes of this SERC, the term "agency" means the City, the term "state" or "State" means State of Florida and the term "rule" means the ordinance(s) which the City would enact in connection with the creation of the District.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

Formation of the District would put all of the planned residential units under the jurisdiction of the District. Prior to sale of any units, all of the owners of land within the proposed boundaries will also be under the jurisdiction of the District. Initially, the project developer will be the primary developer and sole landowner of property within the proposed District boundaries.

4.0 Good faith estimate of the cost to state and local government entities of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2,500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit such reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida's Department of Economic Opportunity, which offsets such costs.

City

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb

some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than the petition to establish a CDD.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City, and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State or the City. In accordance with State law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the potable water, sanitary sewer and reclaimed utility systems; master stormwater system; electrical undergrounding; gas; conservation/mitigation areas; and onsite and offsite roadway improvements may be financed by the District.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are also shown in Table 1 below. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 1.
CDD Proposed Facilities and Services

Improvement	Estimated Cost	Final Owner/ Maintenance Entity
Stormwater Management System	$3,015,427	CDD
Roadways	$1,356,942	CDD
Water & Wastewater Systems	$2,713,884	City
Undergrounding of Conduit	$250,000	CDD
Hardscaping, Landscape, Irrigation	$2,629,637	CDD
Amenities	$1,000,000	CDD
Conservation Areas	$500,000	CDD
Offsite Improvements	$1,500,000	County
Professional Services	$1,296,589	NA
Contingency	$1,426,248	NA
Total	***$15,688,727***	

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised

growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the District has the ability to maintain infrastructure better than a Homeowners' Association because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of Fort Pierce has an estimated un-incarcerated population that is greater than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a "small city" according to section 120.52(19), Florida Statutes. For the reasons expressed in the preceding paragraph, the City will not be negatively affected by the District, and instead the establishment of the District will help the City by, among other things, ensuring that the costs of the District's project are paid for by the landowners of the District, and not by the City. Further, as compared to an HOA, the District will be a much more reliable operation and maintenance entity, which will place less burden on the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency.



Mills, Short & Associates

Symphony Lakes
Location Map
November 2024

Exhibit 1

Site Legal Description
Symphony Lakes

LEGAL (PROPOSED SINGLE FAMILY & RECREATION TRACT)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 87.000 ACRES OR 3,789,686 SQUARE FEET MORE OR LESS.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: 25-006 Symphony Lakes CDD

NOTICES PROVIDED PURSUANT TO: FL State Statues Section 190.005 (1)(d), and FL State Statues Section 50.0211(5), and FL and City Code Section 125-37.

NOTICE BY NEWSPAPER:
Monday, January 20, 2025
Monday, January 27, 2025
Monday, February 3, 2025
Monday, February 10, 2025
Monday, February 17, 2025
Monday, February 24, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** February 6th, 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.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: ORD - PETITION TO ESTABLISH SYMPHONY LAKES CDD

CAO RLS FILE: RLS 25-12

DATE: FEBRUARY 6, 2025

I have reviewed the above Request for Legal Services (RLS) related to the establishment of the Symphony Lakes CDD through an Ordinance. The Ordinance is approved as to form and correctness. Exhibits A and B will need to be attached to the Ordinance when presented to the City Commission.

Please note, I have not conducted a review of the Petition for legal sufficiency, as it is my understanding you have done so and the RLS did not specifically ask for legal review of the Petition.

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 **12. c.**

Meeting Date: 02/18/2025

Re: Annexation - S. Market Ave. - Parcel ID: 2434-601-0062-000-6

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-012 - Review and approval for a Voluntary Annexation by applicant Transamerica Construction Company and Culpepper & Terpening, Inc, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near the intersection of South Market Ave and Oleander Avenue; Parcel ID: 2434-601-0062-000-6. - FIRST READING

SUMMARY:

PROJECT #: PZANN2024-00004

A voluntary application for annexation was submitted by applicant Cesar Borja, Transamerica Construction Company and Dennis Murphy, Culpepper & Terpening, Inc. The owner is Emerson Peraza, Transamerica Construction Company. The request is to annex Parcel ID: 2434-601-0062-000-6, located at or near the intersection of S. Market Avenue and Oleander Avenue. The subject property has a County Future Land Use designation of Industrial (IND) and a St. Lucie County Zoning classification of Industrial, Light (IL). The proposed City Future Land Use designation is Industrial (I) and Zoning classification of Light Industrial (I-1).

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 to I and Zoning classification to I-1.

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-012
Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Legal Memo
Public Notice
Business Impact Form

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/17/2025 02:50 PM

Form Started By: Kerry Driver
Started On: 01/15/2025 01:14 PM
Final Approval Date: 01/17/2025

ORDINANCE NO. 25-012

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR THE INTERSECTION OF SOUTH MARKET AVENUE AND OLEANDER AVENUE 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 zero (0); 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 January 13th, 2025, meeting voted 6 to 6 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 January 17, 2025, 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 January 17, 2025, 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: 2434-601-0062-000-6

LEGAL DESCRIPTION:

KELLEM'S S/D W 145 FT OF N 1/2 OF LOT 14-LESS E 104.5 FT OF N 200 FT-AND E 60 FT OF N 1/2 OF LOT 15-LESS N 12 FT AS IN OR 384-202- (2.60 AC)

Containing 2.6 acres (more or less)

Said property containing approximately 2.6 acres and being generally located at or near the intersection of South Market Avenue and Oleander Avenue, 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 Light Industrial (I-1) and assigned a Future Land Use Designation of Industrial (I), 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. **25-012** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, February 2, 2025 and Sunday, February 16, 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 February 18, 2025; and was duly introduced, read by title only, and passed on second and final reading March 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.

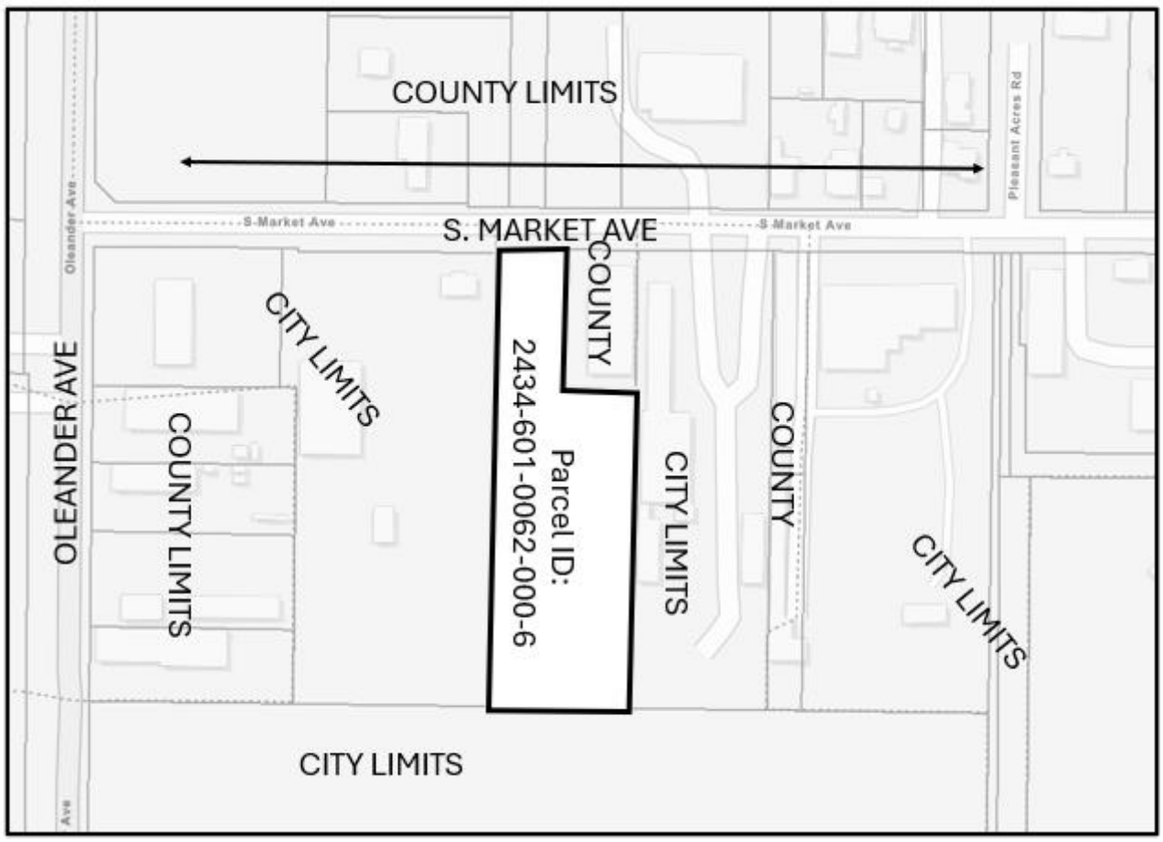
_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

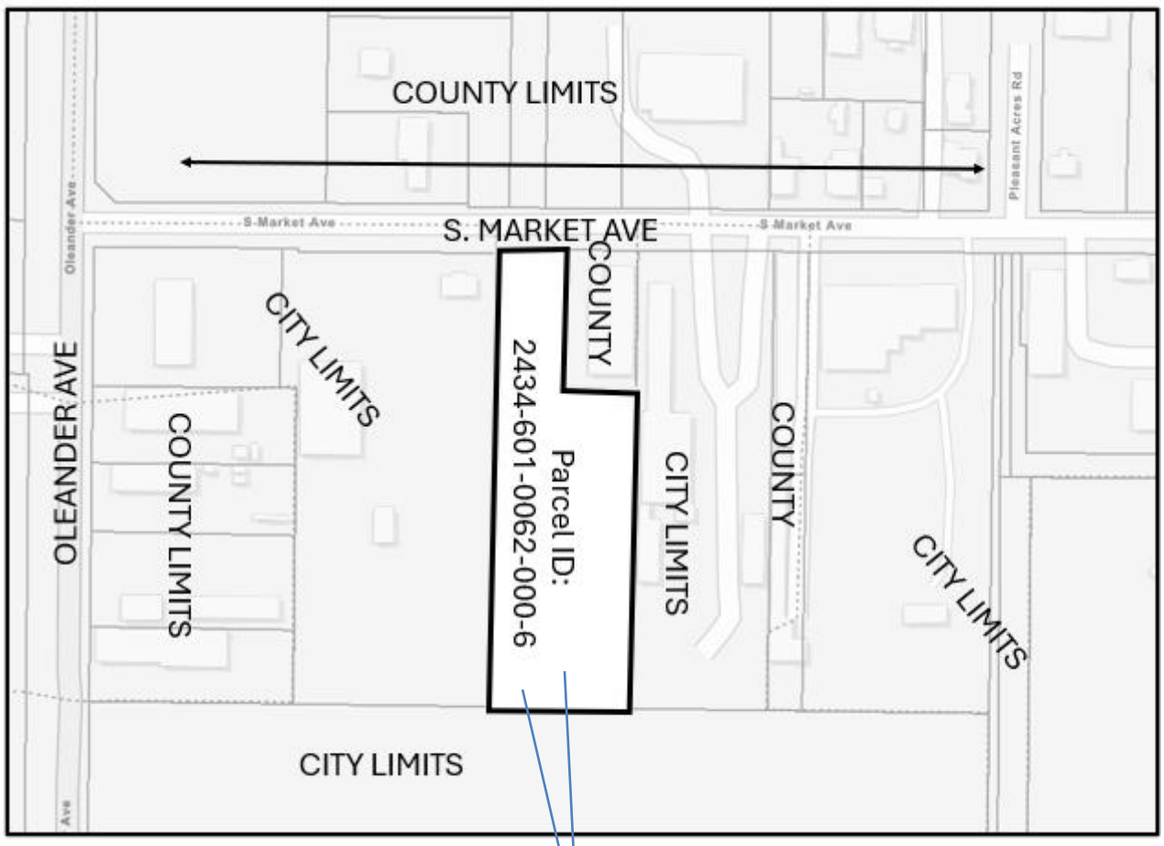


PARCEL: 2434-601-0062-000-6

KELLEM'S S/D W 145 FT OF N 1/2 OF LOT 14-LESS E 104.5 FT OF N 200 FT-AND E 60 FT OF N 1/2 OF LOT 15-LESS N 12 FT AS IN OR 384-202- (2.60 AC)

Said property containing 2.6 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **LIGHT INDUSTRIAL (I-1)** AND
LAND USE DESIGNATION OF **INDUSTRIAL (I)**

CITY OF FORT PIERCE

CITY COMMISSION

February 18th, 2025

Annexation

Parcel ID: 2434-601-0062-000-6

APPLICANT

Cesar Borja, Transamerica Construction Company

Dennis Murphy, Culpepper & Terpening, Inc.

PROPERTY OWNER(S)

Emerson Peraza, Transamerica Construction Company

PARCEL ID:
2434-601-0062-000-6

CITY LIMIT VIEW



S. Market Ave. ANNEXATION

SITE LOCATION



SITE AREA= 2.60 +/- Acres

S. Market Ave. 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 $411,400. 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.

SUMMARY

Request to review a Voluntary Application for Annexation for one (1) parcel of land at or near the intersection of South Market Avenue and Oleander Avenue.

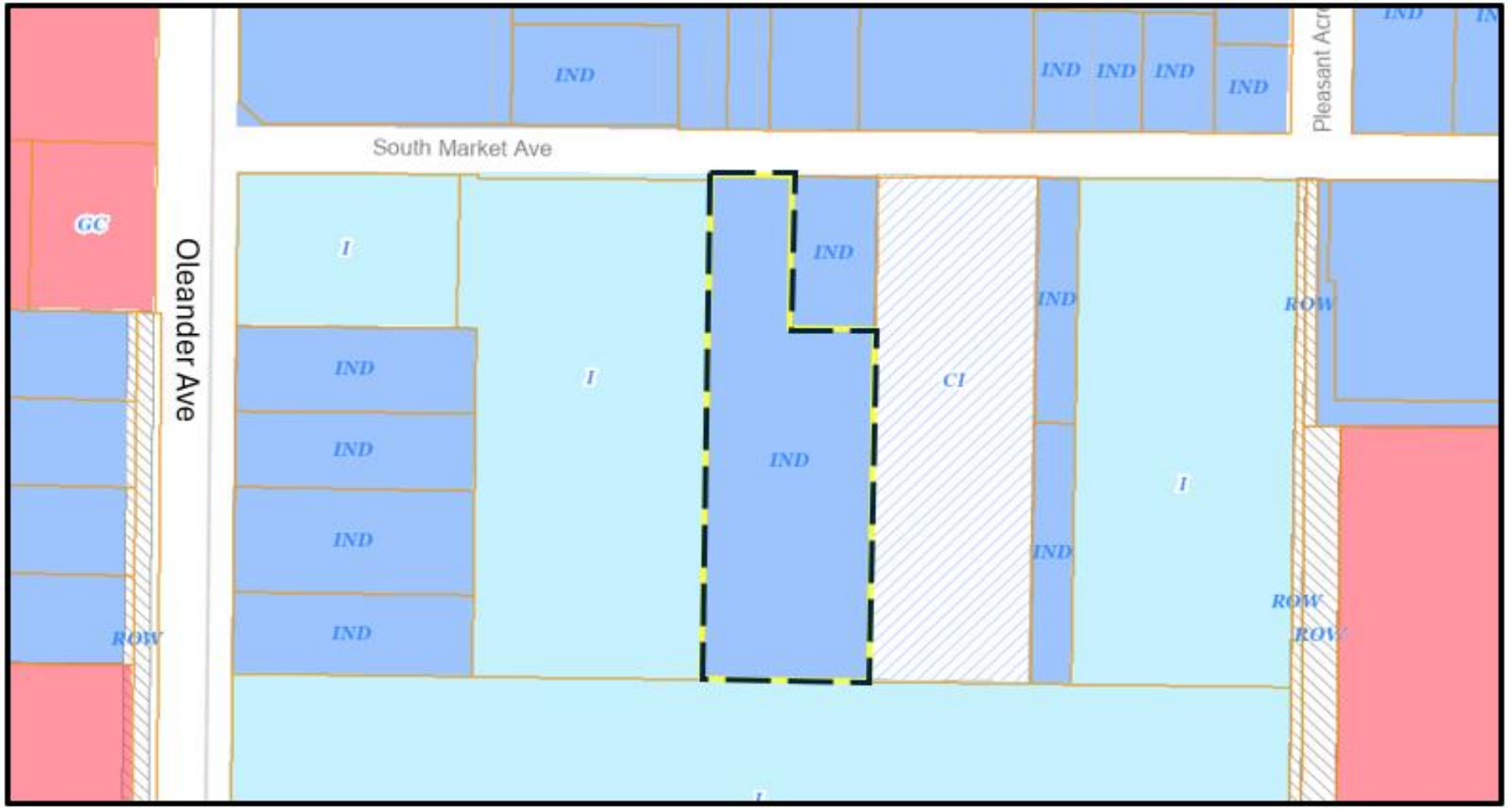
BACKGROUND

The applicant is requesting a voluntary annexation of one (1) parcel at or near the intersection of S. Market Ave. and Oleander Ave., in Fort Pierce, Florida. The parcel ID is 2434-601-0062-000-6.

The subject property has St. Lucie County Future Land Use designation of Industrial (IND) and a St. Lucie County Zoning classification of Industrial, Light (IL). The proposed City Future Land Use designation is Industrial (I) and Zoning classification of Light Industrial (I-1).

EXISTING FUTURE LAND USE: County

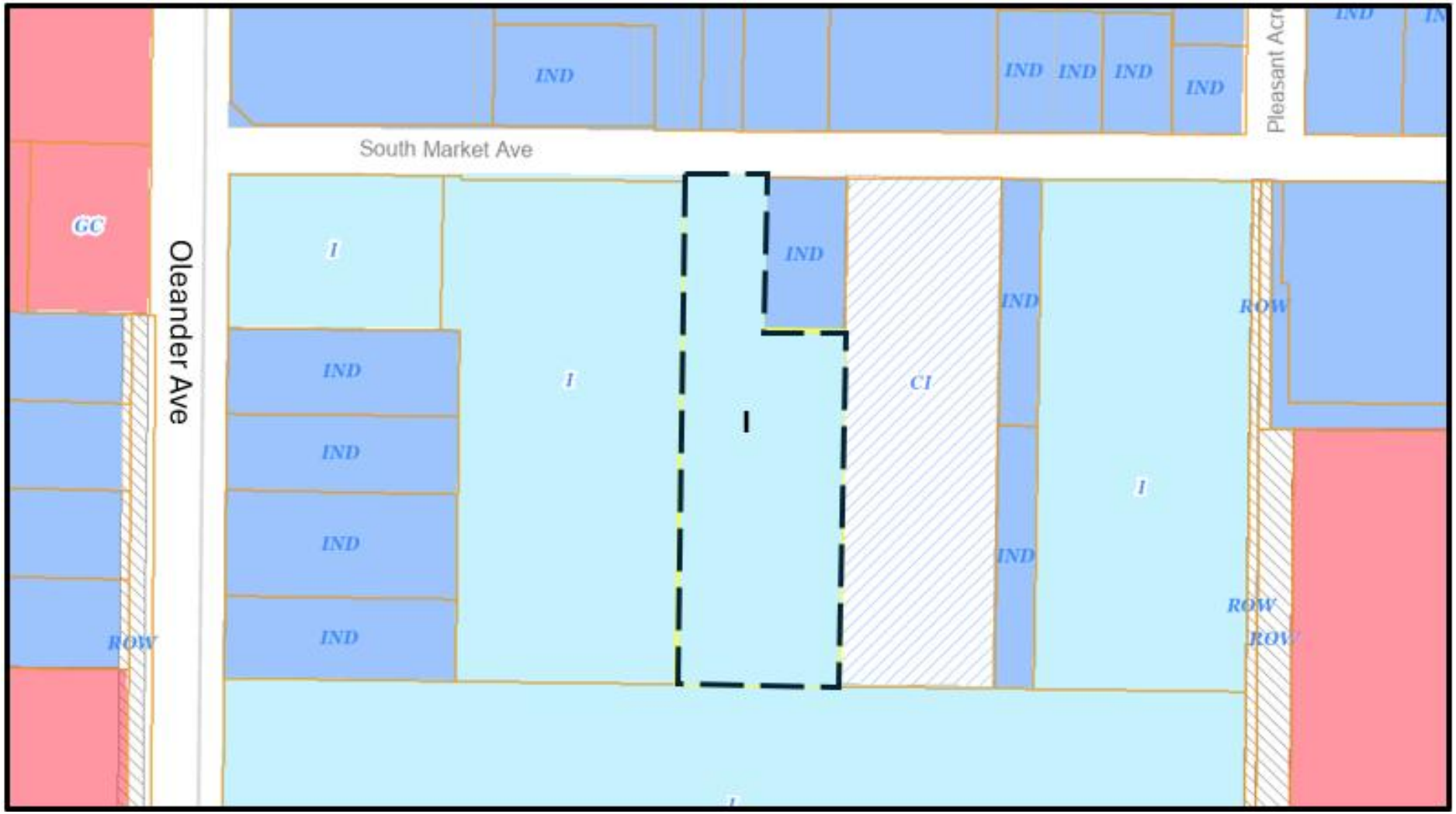
Current FLU: IND
Industrial–
(County)



S. Market Ave. ANNEXATION

PROPOSED FUTURE LAND USE: City

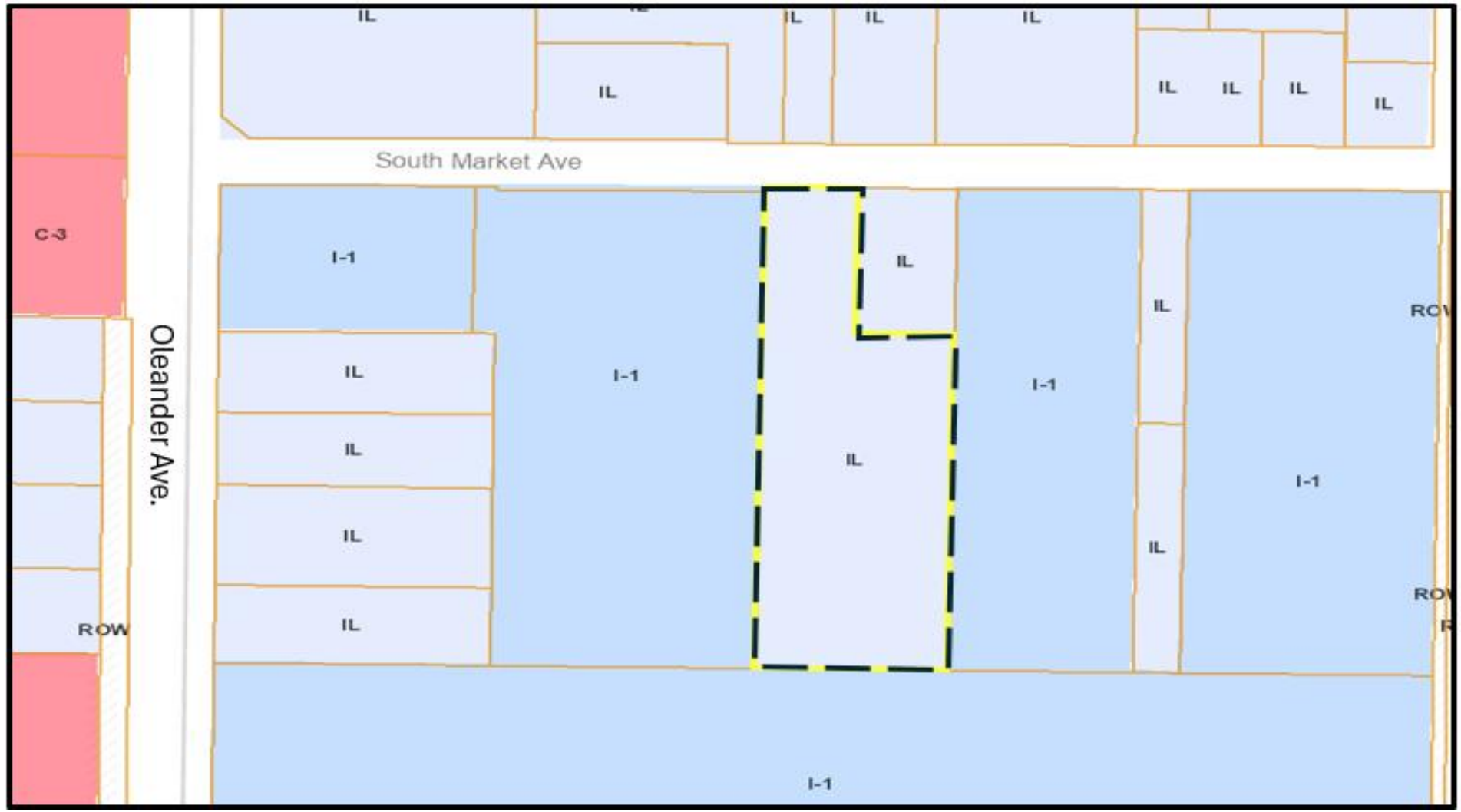
Proposed FLU: I
(Industrial–COFP)



S. Market Ave. ANNEXATION

EXISTING ZONING: County

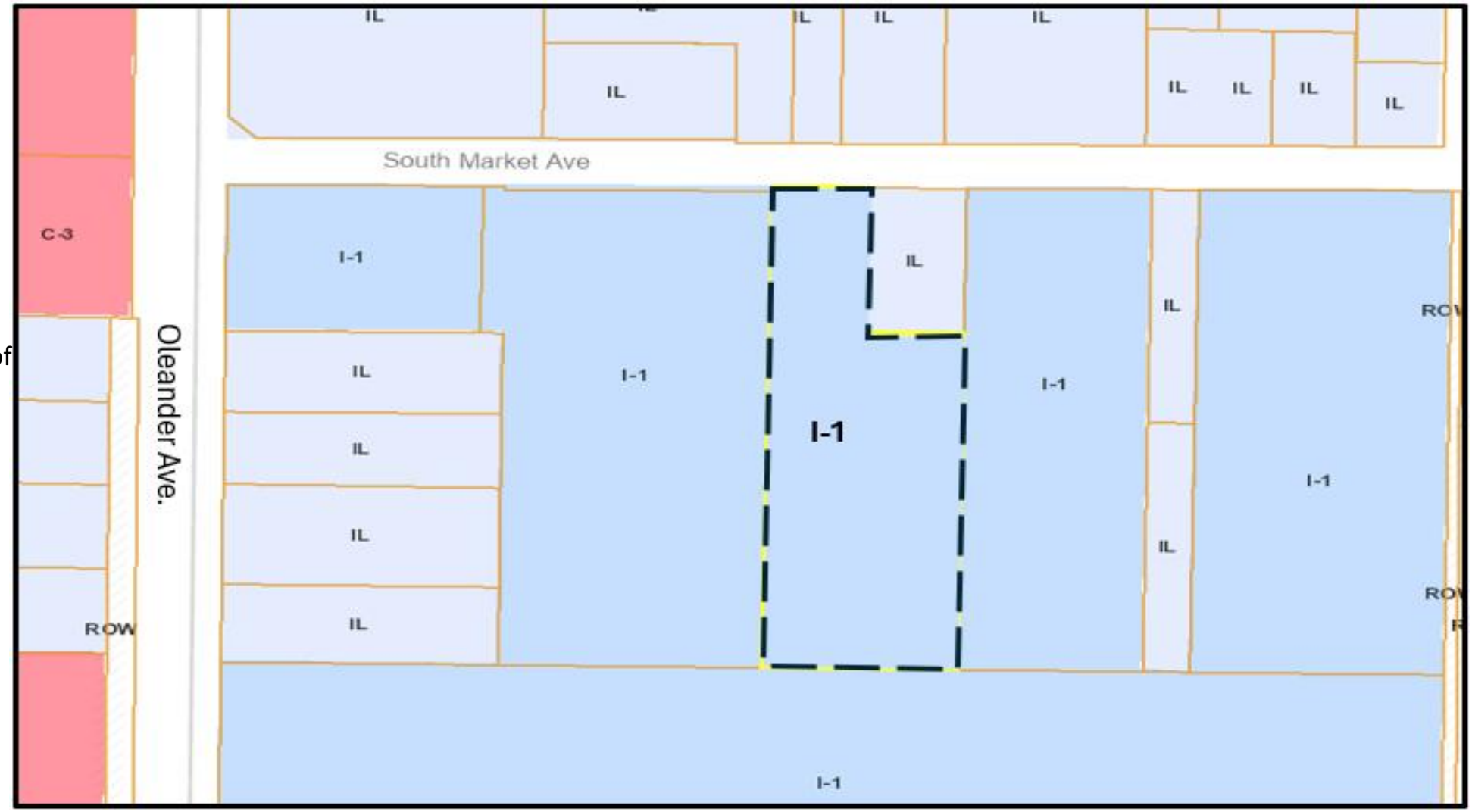
Currently Zoned: IL (Industrial, Light–(St. Lucie County)



S.Market Ave. ANNEXATION

PROPOSED ZONING: City

Proposed Zoning: I-1 (Light Industrial–City of Fort Pierce)



S. Market Ave. ANNEXATION

RECOMMENDATION

At the January 13th 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

February 18th, 2025

Annexation

Parcel ID: 2434-601-0062-000-6

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: 2434-601-0062-000-6**
BOARD DATE:	February 18, 2025

STAFF REPORT

Property Owner/ Applicants	Emerson Peraza
Representative	Dennis Murphy, Culpepper & Terpening
Requested Action:	Approval of a Voluntary Application for Annexation
Site Locations:	N/A
Parcel ID:	2434-601-0062-000-6
Parcel Area:	**2.6** acres
Current Future Land Use:	Industrial (IND)
Current Zoning:	Industrial, Light (IL)
Proposed Future Land Use:	Industrial (I)
Proposed Zoning:	Light Industrial (I-1)

Utilities: FPUA

	North	East	South	West
Surrounding FLU:	Industrial (IND) **county**	Industrial (I)	Industrial (I)	Industrial (I)
Surrounding Zoning:	Industrial, Light (IL) **county**	Light Industrial (I-1)	Light Industrial (I -1)	Light Industrial (I-1)

Staff Analysis:

Request

This is a voluntary annexation on parcel ID: 2434-601-0062-000-6

INSERT LOCATION MAP



The subject property has a St. Lucie County Future Land Use Designation Industrial (IND) and a zoning classification of Industrial, Light (IL). 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 Industrial (I) and the Zoning classification of Light Industrial (I-1).

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 $411,400. 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 Industrial (I) and Light Industrial (I-1), respectively, and the City's Comprehensive Plan. Therefore, the requested Future Land Use and Zoning Classifications of I and I-1, 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 January 17, 2025, 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 February 2 and 16, 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 January 13, 2025 meeting, voted 6 to 6 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 I and the Zoning classification of I-1.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5102303 OR BOOK 4894 PAGE 176, Recorded 09/27/2022 01:56:06 PM Doc Tax: $5075.00

Prepared by and return to:
Raul G. Mendoza, Esq.
RAUL G. MENDOZA, P.A.
2525 Ponce De Leon Blvd Suite 300
Coral Gables, FL 33134
305-448-9002
File Number: **222-0703**
Will Call No.: **3054451818**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 26 day of **September, 2022** between **S MARKET AVE LLC, a Florida limited liability company** whose post office address is **3804 SW 84th Avenue, Miami, FL 33155**, grantor, and **MIR TRANSAMERICA LLC, a Florida limited liability company** whose post office address is **2600 S. Douglas Road Suite 801, Coral Gables, FL 33134**, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) 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 heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

A portion of the North 1/2 of Lots 14 and 15 of J.I. KELLEM'S SUBDIVISION of the Northwest 1/4 of Section 34, Township 35 South, Range 40 East, as recorded in Plat Book 3, Page 85, of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 35 South, Range 40 East, thence on an assumed bearing of South 89°53'04" East along the centerline of the platted 36.00 foot road, according to said plat of J.I. KELLEM'S SUBDIVISION, as recorded in Plat Book 3, Page 85, of the Public Records of St. Lucie County, Florida, and along the North line of the South 1/2 of the Northwest 1/4 of said Section 34 a distance of 818.20 feet; thence South 00°33'46" West a distance of 30.00 feet to the South right-of-way of South Market Avenue and the POINT OF BEGINNING; thence continue South 00°33'46" West along a line being parallel with and 1.00 foot West of an existing 6.00 foot chainlink fence and Southerly extension thereof to the South line of the North 1/2 of Lots 14 and 15 of said J.I. KELLEM'S SUBDIVISION; thence Westerly along the South line of the North 1/2 of Lots 14 and 15 of said J.I. KELLEM'S SUBDIVISION 205.00 feet; thence North 00°33'46" East to the South right-of-way of said South Market Avenue, said point being 205.00 feet Westerly from the East line of the herein-described parcel; thence South 89°53'04" East along the South right-of-way of said South Market Avenue a distance of 205.00 feet to the POINT OF BEGINNING, LESS the East 104.50 feet of the North 188.00 feet thereof.

Also described as:

The West 205 feet of the East 720 feet of the North 1/2 of Lots 13, 14, and 15 of J.I. KELLEM'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, Page 85, of the Public Records of St. Lucie County, Florida, LESS AND EXCEPTING THEREFROM the East 104.5 feet of the North 200 feet thereof, and LESS AND

EXCEPTING THEREFROM the 12 feet lying immediately South of and adjacent to the right-of-way of South Market Avenue, St. Lucie County, Florida.

Parcel Identification Number: 2434-601-0062-000-6

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinance and taxes for the current year.

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, 2021**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: RAUL G MENDOZA

Witness Name: Wanda de Mendoza

S MARKET AVE LLC, a Florida limited liability company

By: _____
Rina Byer, Authorized Member

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 26 day of September, 2022 by Rina Byer, Authorized Member of S MARKET AVE LLC, a Florida limited liability company, on behalf of the company, who [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

RAUL G. MENDOZA
MY COMMISSION EXPIRES JUNE 17, 2023
#GG 303964
Bonded Thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Printed Name: Raul G. Mendoza

My Commission Expires: 6-17-2023

BOUNDARY SURVEY



LOCATION MAP
NOT TO SCALE

PROPERTY ADDRESS:

PARCEL ID. No. 2434-601-0062-000-6

LEGAL DESCRIPTION:

A PORTION OF THE NORTH 1/2 OF LOTS 14 AND 15 OF J.I. KELLEM'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AS RECORD IN PLAT BOOK 3, PAGE 85, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THENCE ON AN ASSUMED BEARING OF SOUTH 89°53'04" EAST ALONG THE CENTERLINE OF THE PLATTED 36.00 FOOT ROAD, ACCORDING TO SAID PLAT J.I. KELLEM'S SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 85, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 34 A DISTANCE OF 818.20 FEET; THENCE SOUTH 00°33'46" WEST A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY- OF SOUTH MARKET AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°33'46" WEST ALONG A LINE BEING PARALLEL WITH AND 1.00 FOOT WEST OF AN EXISTING 6.00 FOOT CHAINLINK FENCE AND SOUTHERLY EXTENSION THEREOF TO THE SOUTH LINE OF THE NORTH 1/2 OF LOTS 14 AND 15 OF SAID J.I. KELLEM'S SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 1/2 OF LOTS 14 AND 15 OF SAID J.I. KELLEM'S SUBDIVISION 205.00 FEET; THENCE NORTH 00°33'46" EAST TO THE SOUTH RIGHT-OF-WAY OF SAID SOUTH MARKET AVENUE, SAID POINT BEING 205.00 FEET WESTERLY FROM THE EAST LINE OF THE HEREIN-DESCRIBED PARCEL; THENCE SOUTH 89°53'04" EAST ALONG THE SOUTH RIGHT-OF-WAY OF SAID SOUTH MARKET AVENUE A DISTANCE OF 205.00 FEET TO THE POINT OF BEGINNING, LESS THE EAST 104.50 FEET OF THE NORTH 188.00 FEET THEREOF.

ALSO DESCRIBED AS:
THE WEST 205 FEET OF THE EAST 720 FEET OF THE NORTH 1/2 OF LOTS 13, 14, AND 15, OF J.I. KELLEM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 85, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPTING THEREOF THE EAST 104.50 FEET OF THE NORTH 200 FEET THEREOF, AND LESS AND EXCEPTING THEREOF THE 12 FEET LYING INMEDIATELY SOUTH OF AND ADJACENT TO THE RIGHT-OF-WAY OF SOUTH MARKET AVENUE, ST. LUCIE COUNTY, FLORIDA.

CERTIFIED TO:

MIR TRANSAMERICA LLC, a Florida Limited Liability Company
PONCE DE LEON TITLE SERVICES, INC
FIDELITY NATIONAL TITLE INSURANCE COMPANY

LEGEND

℄	CENTER LINE	PB.	PLAT BOOK
(D)	DEED	PG.	PAGE
E	EAST	P.O.C.	POINT OF COMMENCEMENT
ENC.	ENCROACHMENT	P.O.B.	POINT OF BEGINNING
F.N.&D.	FOUND NAIL AND DISC	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
(M)	MEASURED	———	PROPERTY LINE
N	NORTH	S	SOUTH
N.G.S	NATIONAL GEODETIC SURVEY	SET I.P.	SET IRON PIPE
N.A.V.D.	NATIONAL AMERICAN VERTICAK DATUM	W	WEST

GENERAL NOTES:

-LEGAL DESCRIPTION USED TO PERFORM THIS SURVEY WAS SUPPLIED BY OTHERS.
THIS SURVEY DOES NOT DETERMINE OR IS NOT TO IMPLY OWNERSHIP.
-THIS SURVEY ONLY SHOWS ABOVE GROUND IMPROVEMENTS.
UNDERGROUND UTILITIES, FOOTINGS, OR ENCROACHMENTS ARE NOT LOCATED ON THIS SURVEY MAP.
-IF THERE IS A SEPTIC TANK, WELL OR DRAIN FIELD ON THIS SURVEY, THE LOCATION OF SUCH ITEMS WAS SHOWN TO US BY OTHERS AND THE INFORMATION WAS NOT VERIFIED.
-EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECT THIS PROPERTY.
-THE LANDS SHOWN HEREIN WERE NOT ABSTRACTED FOR EASEMENT OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
-WALL TIES ARE TO THE FACE OF THE WALL.
-FENCE OWNERSHIP NOT DETERMINED.
-BASIS OF BEARING (ASSUMED) ALONG THE CENTER LINE OF S. MARKET AVENUE.
-DIMENSIONS SHOWN ARE PLATTED AND MEASURED UNLESS OTHERWISE SHOWN.
-NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
-NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYOR'S EMBOSSED SEAL.
-BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE.
-N.G.S. BENCHMARKS Y-403 ELEVATION 13.45' N.A.V.D. 88, X-403 ELEVATION 12.71' N.A.V.D. 88.
-THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED.
-THIS BOUNDARY SURVEY IS EXCLUSIVE FOR THE USE PARTIES TO WHOM IT IS CERTIFIED. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.
-THIS SURVEY SHALL NOT BE USED FOR CONSTRUCTION/PERMITTING PURPOSES WITHOUT WRITTEN CONSENT FROM THE LAND SURVEYOR WHO HAS SIGNED AND SEAL THIS SURVEY.

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

SIGNED_____ FOR THE FIRM
EFRAIN LOPEZ P.S.M. No.6792 STATE OF FLORIDA
NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.

NW CORNER OF SECTION 34-T35S-R40E.
Found Boat Spike in Cut-Out
F.N.&D. (No Id)
1343.64'(M) N00°12'43"E
NORHT LINE OF THE SOUTH 1/2 OF THE NW 1/4 OF SECTION 34-T35S-R40E.
(ASSUMED BEARING) S89°53'04"E 818.20'
S. MARKET AVENUE
21'± ASPHALT PAVEMENT
NORTH LINE OF LOTS 14 AND 15
P.O.C.
SET I.P.1/2" P.S.M. #6792
DITCH
S89°53'04"E 205.50'(D)
30.00'
30.00'
12.00'
P.O.B.
SET N.&D. P.S.M. #6792
S89°53'04"E 100.50'(D)
1"=50'
209.00'
ZONE X
ASPHALT DRIVEWAY
S00°33'46"W 188.00'(D)
1.55' ENC.
LESS OUT
14.08'
14.70' ENC.
1.02' ENC.
0.21'
SET I.P.1/2" P.S.M. #6792
N89°53'04"W 104.50'(D)
1.68'
NO ACCESS
PARCEL AREA = 113752± square feet
"VACANT LAND"
PARCEL ID. No. 2434-601-0062-000-6
N00°12'35"E 1343.42'(M)
WEST LINE OF SECTION 34-T35S-R40E.
NW CORNER OF THE SW 1/4 OF OF THE NW 1/4 OF SECTION 34-T35S-R40E.
OLEANDER AVENUE
WEST LINE OF LOT 15
REMAINDER OF LOT 15 "J.I. KELLEM'S SUBDIVISION" P.B.3-PG.85
S00°33'46"W 650.72'(C)(M)
648.00'(D)
PORTION OF LOT 15 "J.I. KELLEM'S SUBDIVISION" P.B.3-PG.85
WEST LINE OF THE NORTH 1/2 LOT 14
PORTION OF LOT 14 "J.I. KELLEM'S SUBDIVISION" P.B.3-PG.85
S00°33'46"W 460.00'(D) 462.77'(M)
S00°33'46"W 648.00'(D) 650.78'(C)
REMAINDER OF LOT 14 "J.I. KELLEM'S SUBDIVISION" P.B.3-PG.85
HEAVY VEGETATION
ZONE X
6' CHAIN LINK FENCE
Found 1" ROUND BOLT IN CUT-OUT
WEST 1/4 CORNER OF SECTION 34-T35S-R40E.
SOUTH LINE OF THE NORTH 1/2 OF LOTS 14 AND 15 OF "J.I. KELLEM'S SUBDIVISION" P.B.3-PG.85
4.29' ENC.
SET I.P.1/2" P.S.M. #6792
N89°53'04"W 205.00'(D)
SET I.P.1/2" P.S.M. #6792
REMAINDER OF LOTS 14 AND 15

SHEET 1 OFF 1	COMMUNITY NUMBER: 120285	PANEL NUMBER: 0189	DATE OF FIRM: 02/19/2020	
	SUFFIX: K	FIRM ZONE: X	BASE FLOOD ELEVATION: N/A	SCALE: 1"=50'
	DRAWN BY: LISSY	DATE: 11/19/2022	REVISED: E.L.	JOB No.B-61621

E. LOPEZ
SURVEYORS AND MAPPERS CORP.
ADRESS: 13801 SW 10th TERRACE
MIAMI, FLORIDA 33184
PHONE: (786) 416-4026
lopez-efrain@live.com

Property Identification

Site Address: S MARKET AVE
Use Type: 4000

Parcel ID: 2434-601-0062-000-6
Jurisdiction: Saint Lucie County

Account #: 33465
Map ID: 24/34N

Sec/Town/Range: 34/35S/40E
Zoning: Industrial

Ownership

Mir Transamerica LLC

2600 S Douglas RD Ste 801
Coral Gables, FL 33134-6149

Legal Description

KELLEM`S S/D W 145 FT OF N 1/2 OF LOT 14-LESS E 104.5 FT OF N 200 FT- AND E 60 FT OF N 1/2 OF LOT 15-LESS N 12 FT AS IN OR 384-202- (2.60 AC)

Current Values

Just/Market:	$411,400	Assessed:	$411,400
Exemptions:	$0	Taxable:	$411,400

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$411,400	$411,400	$0	$411,400
2023	$411,400	$411,400	$0	$411,400
2022	$229,200	$229,200	$0	$229,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
09-26-2022	4894 / 0176	0001	WD	S Market Ave LLC	$725,000
10-25-2021	4715 / 0470	0002	WD	Baker Carolyn	$320,000
09-21-1987	0686 / 0035	XX01	QC	Baker Christopher J	$100

Primary Building Information

Finished Area of this building: 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	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.6
Land Size (SF):	113,194
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

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

Dennis Murphy
Culpepper & Terpening, Inc.
2980 S. 25th Street
Fort Pierce, FL 34981

Project #: PZANN2024-00004: Annexation– Voluntary Application for Annexation
Parcel ID: 2434-601-0062-000-6
Technical Review Committee Comments for December 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.**
- Electric Engineering: This submission is outside of the FPUA electric service area.
- 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
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.19.24
Property Address: Annexation - 2434-601-0062-000-6

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

☐ 4. Building Permit required.

☐ 5. Signed and sealed construction drawings required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and MEC elements will comply with the Florida Building Code requirements.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 12/12/24

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO: Kerry Driver - Planner

FROM: Tracy Telle, Assistant City Engineer TST

RE: Trans America Annexation – Oleander Ave. & S. Market Ave.
TRC No. PZANN-2024-00004

DATE: December 17, 2024

This is to advise you that we have completed the review of the following documents as received by this office on December 9, 2024:

- ☐ Development Permit Compliance Review
- ☒ Annexation
- ☐ Executed Construction Contract
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☐ Variance Approval
- ☒ Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See Attached for comments

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

Technical Review Committee meeting

December 19, 2024

Case #: PZANN-2024-00004

Planner: City of Ft. Pierce Planning Department.

Annexation

South Market Avenue., Ft. Pierce, (Parcel ID 2434-601-0062-000-6)

Comments:

No comments at this time.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZANN-2024-00004
Annexation - 2434-601-0062-000-6 (6 S Market Ave)

Comments

W/WW Engineering: Approved.

Electric Engineering: This submission is outside of the FPUA electric service ave.

Gas: Approved.

FPUAnet Fiber: FPUAnet **Approves.**

Project #: PZANN-2024-00004

JA

Jesse Almand<jalmand@slcfd.org>

Reply Reply all Forward

To: Kerry Driver

Thu 12/12/2024 2:31 PM

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good afternoon,

SLCFD has no comments for this portion of the project.

Respectfully,

Jesse Almand~736

Lieutenant, Fire Plans Examiner/Investigator

Saint Lucie County Fire District

Community Risk Reduction

(772) 621-3385

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.

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, JANUARY 13, 2025, 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

The new Planning Board member, Christopher Widing, introduced himself to the Board.

Present: Alexander Edwards; Christopher Widing; Nichelle Clemons; Justine Carter; Clayton Johnson; Anton Kreisl, Chairman

Absent: Gloria Baxevanis

Staff Present: Kev Freeman, Planning Director
Kerry Driver, Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Baxevanis was excused.

5. APPROVAL OF MINUTES

a. Minutes from the December 9, 2024 meeting

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to approve the minutes from the December 9, 2024 meeting.

AYE: Nichelle Clemons, Justine Carter, Clayton Johnson, Alexander Edwards, Christopher Widing, Chairman Anton Kreisl

Passed

6. NEW BUSINESS

a. Annexation - S. Market Ave - Parcel ID: 2434-601-0062-000-6

Ms. Driver gave an overview of the requested voluntary annexation of one (1) parcel at or near the intersection of S. Market Ave. and Oleander Avenue. The subject property has a St. Lucie County Future Land Use designation of Industrial (IND) and a St. Lucie County Zoning classification of Industrial, Light (IL). The proposed City Future Land Use designation is Industrial (I) and Zoning classification of Light Industrial (I-1). The site area is approximately 2.60 acres and the current value of the property is $411,400.

Dennis Murphy, Applicant Representative, stated they plan to make the best use of the property within the city regulations.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval of the annexation of Parcel ID: 2434-601-0062-000-6 to the City Commission.

AYE: Justine Carter, Clayton Johnson, Alexander Edwards, Christopher Widing, Nichelle Clemons, Chairman Anton Kreisl

Passed

b. Zoning Text Amendment - Port of Fort Pierce Overlay Zoning District

Mr. Freeman provided the background of the Port of Fort Pierce Overlay Text Amendment. He explained the overlay district will take precedence over the current zoning. He highlighted that the Port of Fort Pierce is one of the 15 deep water seaports in Florida, which has immense economic value. Mr. Freeman highlighted that the illustrative Port of Fort Pierce Master Plan shows one of the potential scenarios of development in the port. It is important to know that what is being done today does not affect the implementation of the uses of the port as it stands. The city is enabling the development of the Master Plan and also broadening it to maintain the property rights of the property owners in the area.

Mr. Freeman stated several initiatives are underway near the Port, including major transportation improvements such as North Causeway Reconstruction, implementation of the SUNTrail Greenway, Fisherman's Wharf redevelopment and the Kings Landing development. He said that staff had been working on moving the port forward for four years. Mr. Freeman stated future development within the Port of Fort Pierce Overlay District will be processed either through a minor site plan or by the conditional use procedure. He noted the current Zoning and Future Land Use of the properties will not be amended at this time and the overlay will provide the framework for allowed uses and for the application/approval process.

Mr. Freeman stated that based on discussions with the property owners, ownership and connectivity between properties on both sides of N. 2nd Street, the whole track down the west side of the port has been included to be part of the overlay district. Mr. Freeman explained that four (4) lots have boundary discrepancies of what is actually recorded and will require a subdivision application to be submitted by St. Lucie County. Mr. Freeman showed the current Future Land Use and Zoning. He said to better organize the overlay district and for discussions with the property owners, the overlay was split into two sections, north port

and south port. The north port and south port areas will be similar in the ultimate development patterns. Mr. Freeman reviewed the use table changes, and he stated Conditional Uses will require additional approval.

Johua Revord, Director of Port, Inland Beaches for St. Lucie County, commented that future development needs to focus on how to take advantage of the deep water access. If everything in the use table is by right it limits the ability of the Port Authority to engage in those elements. Different types of lodging mixed with heavy, intense industrial uses could ultimately impact how the port is developed later on. If there is no opportunity for Conditional Use on higher industrial uses and everything is by right, the port authority has their hands tied. Mr. Revord answered questions from the Board on the lodging concerns and how he sees the port differently than how it looks today. Mr. Revord stated the county will be developing Harbour Pointe Park.

Ken Pruitt, Representing Safe Harbor Marinas, Harbortown, spoke in favor of the overlay district. He stated Harbortown, located in the North Port portion of the port, is undergoing a 10 million dollar renovation, and he said there is no lodging in the foreseeable future. Mr. Pruitt noted the north portion of the port is primarily already developed. He said the overlay district will provide protection for the city and the county.

Paul Sinnott, St. Lucie Village resident, asked the city and county to protect Harbour Pointe Park for public use, recreation, open space and passive use.

Harold Smyth, from Causeway Cove Marina, mentioned that lodging in the port is needed for yacht maintenance crews coming in from all over the country and for yacht owners' guests that are not staying on a boat. He mentioned that one boat can take 10,000 gallons of fuel, and he suggested looking at the capacity for fuel storage. The port makes a better seaplane base than the shuffleboard courts. He wanted to know if high and dry boat storage is included under 'Other Water - Dependent Use'. Mr. Smyth applauded the Port Overlay District, and he highlighted the overlay can support both the ecological and economic value of the port.

Carmela Bell, President of Destin Beach, Inc., stated she is speaking on behalf of the properties owned in the South Port area by Destin Beach, which is the largest landowner in the south port area. She stated she appreciated Mr. Revord's comment about the land being put to the highest and best use. She suggested two of the Conditional Use categories, greater than 30,000 gallons of fuel storage and a heliport be put in the permitted use category. She also suggested adding a seaplane base and manufacturing as a conditional use.

Kris Einstein, Downtown Business Owner, said the port is a much better place for a seaplane than downtown Fort Pierce.

Mr. Widing stated getting an overlay done is wise and is a long process. He is very supportive of the overlay district.

Ms. Clemons asked Mr. Freeman the overall feeling of the community on the heliport and seaplane. Mr. Freeman said he had heard the heliport should be a permitted use. He stated he has concerns about unintended consequences of development in other areas of the port. Ms. Clemons asked if a seaport could be added to the use table.

Mr. Kreisl said he liked that the Planning Board and City Commission could work with the property owner on how the conditional uses are implemented.

Ms. Carter asked how the city is going to balance industrial use with lodging and retail use

regarding the overall placement of certain facilities. Mr. Freeman explained that without a master plan designating the area for certain uses, there is no way to do that unless you make everything a Conditional Use. The city does not want to take away property owners' rights. Ms. Carter stated she has some concerns about freedom of use and property rights and how to deal with issues that arise. Mr. Freeman compared the freedom of permitted uses with straight zoning. He said initiative has to be taken to move the port forward, and he highlighted that whatever is proposed in the master plan can still happen.

Chair Kreisl said getting the city out of the way may be the path forward, but the broad uses could limit what others could build on their property and also knowing what their neighbors could build on their property. He concluded by saying, we have to start somewhere.

Mr. Widing said he is very positive about an overlay district being created. The overlay district helps frame everything that is trying to be done in a proper and professional way. It is a collective move on the use table to make things more understandable for everybody.

Motion was made by Nichelle Clemons, and seconded by Christopher Widing to forward the proposed Port of Fort Pierce Overlay Zoning District Text Amendment to the City Commission with a recommendation of approval with the following addition to the use table:

1. Add Seaports as a Conditional Use

AYE: Clayton Johnson, Alexander Edwards, Christopher Widing, Nichelle Clemons, Justine Carter, Chairman Anton Kreisl

Passed

c. **Comprehensive Plan Text Amendment - Fort Pierce Utilities Authority - Water Supply Facilities Work Plan**

Mr. Freeman said the Proposed Comprehensive Plan Text Amendment is required to adopt the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan by reference. The purpose of the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government’s jurisdiction. The Florida Statutes require local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update.

Mr. Freeman stated, the residents of the City of Fort Pierce obtain their water from the FPUA, which is responsible for ensuring enough capacity is available for existing and future customers. The Work Plan will reference the initiatives to ensure adequate water supply for the City of Fort Pierce.

Mr. Freeman explained that once the City adopts, by reference, the current 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan, it will be sent to the state for their review and ultimate adoption.

No one spoke for or against the Comprehensive Plan Text Amendment.

Motion was made by Justine Carter, and seconded by Alexander Edwards to forward the proposed Comprehensive Plan amendment to the City Commission with a recommendation for approval.

AYE: Clayton Johnson, Alexander Edwards, Christopher Widing, Nichelle Clemons, Justine Carter, Chairman Anton Kreisl

Passed

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. **DIRECTOR'S REPORT**

Mr. Freeman said 2025 will be an interesting year. He said there was discussion at the January 13, 2025, City Commission day meeting about Kings Landing movement with the hotel. He said staff has been negotiating with the developer on reconfiguring the site components and incorporating as much parking as they can into the development. The project will come back to the Planning Board as a Major Amendment to the Site Plan and will also go to the Historic Preservation Board.

Mr. Freeman said at the end of last year, staff met with the Property Appraiser's office because they were hearing difficulties with the plat process and obtaining a building permit. An amendment to the process will be on the next City Commission agenda.

Mr. Freeman said landscaping is a big issue and the city has a very qualified member of the Planning Board to help out. Staff will be bringing some code changes to provide a better look at landscaping and make it more flexible and beneficial for the city, as far as what is seen at the sites.

Mr. Freeman noted the department is getting a lot of inquiries about having development discussions.

Mr. Freeman said he met with Chair Kreisl about better describing the city limits on annexations coming forward to the Planning Board.

Mr. Freeman said staff is meeting internally to hopefully move forward with the City Commission on an annexation agreement or boundary limitation. This will give the Planning department a strategy on parameters that will be used to further judge if the annexation is in the best interest of the city. The purpose is to cure the enclaves in the city, which will make servicing the areas more efficient and, to look at the impact of service levels in the city with annexations moving westward.

Mr. Freeman said staff is moving forward with a Law Enforcement Impact Fee discussion with the City Commission in February 2025. Currently, there is no Law Enforcement Impact Fee.

In conclusion, Mr. Freeman said he is talking with the parking committee regarding code ideas for downtown.

9. BOARD COMMENTS

Chair Kreisl said he is happy Kings Landing is moving forward and parking is being addressed.

Mr. Widing asked for an explanation of the dates on the Water Supply Plan.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KERRY DRIVER, PLANNER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: S. MARKET AVE. ANNEXATION - PARCEL ID: 2434-601-0062-000-6

CAO RLS FILE: RLS 24-470

DATE: JANUARY 2, 2025

I have reviewed the above Request for Legal Services. Please correct the first clause in the title block to read as follows:

> AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR THE INTERSECTION OF SOUTH MARKET AVENUE AND OLEANDER AVENUE AND SHOWN ON EXHIBIT A;

With the above correction, the draft Ordinance is approved as to form and correctness.

Please note, I would suggest consideration be given to using more specificity for the location of the property in the title blocks for annexations, for example: direction and/or approximate feet from the intersection, block of the property on the road, etc. to more clearly explain where the property is in comparison to the intersection. See Ordinance Numbers 23-028 and 24-005 as examples.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation – Parcel ID: 2434-601-0062-000-6

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: February 2, 2025
February 16, 2025

NOTICE BY MAIL: N / A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Planner

SIGNATURE: **DATE:** January 27, 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.

City Commission Regular Meeting **12. d.**

Meeting Date: 02/18/2025

Re: 25-015 FPUA Comp Plan Text Amendment

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-015 - An Ordinance amending the City's Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference. FIRST READING

SUMMARY:

Pursuant to Section 163.3177(6)(c)3 Florida Statutes, the City of Fort Pierce is required to update the Comprehensive Plan's Water Supply Facilities Work Plan. To that end, this proposed Comprehensive Plan Text Amendment seeks to revise the City's water demand projections for a planning period of ten (10) years. Attached Ordinance 25-015, which contains the proposed Work Plan as Exhibit "A," identifies alternative and traditional water supply projects and conservation and future reuse activities needed to meet the projected future demands. The Work Plan itself was last amended on July 7, 2024, by the Fort Pierce Utilities Authority (FPUA).

RECOMMENDATION:

Approve the Transmittal of the Comprehensive Plan Amendment to the Florida Commerce Department.

ALTERNATIVES:

Disapprove the Transmittal of the Comprehensive Plan Amendment to the Florida Commerce Department.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

FPUA
Technical Review Committee
Planning Board: January 13th, 2025

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

25-015 Staff Report
Comp Plan Extract
25-015 Staff Presentation
Ordinance 25-015
25-015 10-Year Water Supply Plan
City Attorney Memo
Business Impact Form
Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	02/04/2025 04:38 PM

Form Started By: Kev Freeman
Started On: 01/31/2025 09:35 AM
Final Approval Date: 02/04/2025

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **25-015 FPUA COMP PLAN TEXT AMENDMENT 10-YEAR WSP**

REVIEWER: **KEV FREEMAN, PLANNING DIRECTOR**

DATE: **FEBRUARY 4TH, 2025**

STAFF REPORT

Requested Action: Review and Transmit a text amendment to the City's Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference

Summary:
This Proposed Comprehensive Plan Text Amendment is required to adopt the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan by reference.

The Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within Fort Pierce. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update. The Upper East Coast Water Supply Plan Update was approved by the District's Governing Board on November 10, 2021. Therefore, the deadline for local governments within the Upper East Coast Regional Water Supply Planning Region to amend their comprehensive plans to update the Work Plan was May 10, 2023. The update to the FPUA 10-Year Water Supply Facilities Work Plan was completed in July 2024.

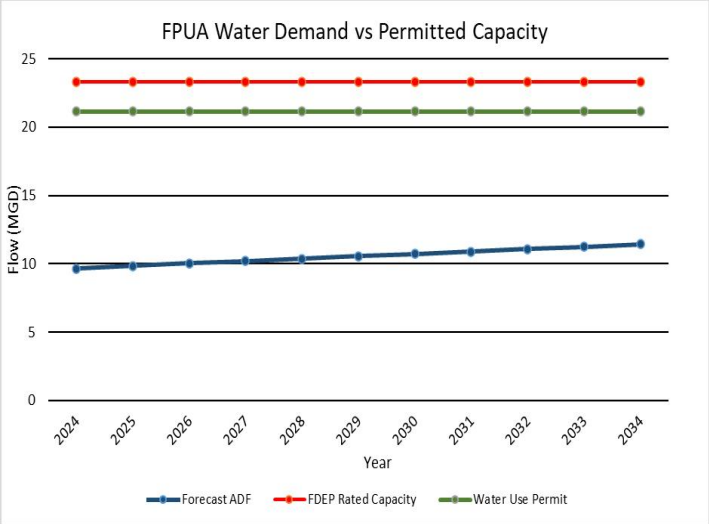
Residents of the City of Fort Pierce obtain their water from the Fort Pierce Utilities FPUA which is responsible for ensuring enough capacity is available for existing and future customers.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Fort Pierce. According to state guidelines, the Work Plan and the City's Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period. The Work Plan will have a planning time schedule consistent with the comprehensive plan and the Upper East Coast Water Supply Plan Update.

The Work Plan is consistent with the City's Comprehensive Plan.

Level of Service Standards

FPUA has established a water use level of service of 300 gallons per day (GPD) per typical dwelling unit with a water distribution system having a minimum system pressure requirement of 20 PSI with the average system pressure of 60 PSI.



Conservation

FPUA has been promoting water conservation for decades. Conservation is a proven strategy for delaying implementation of expensive alternative water supply technologies. In addition, the City of Fort Pierce has addressed water conservations measures through a series of ordinances within the City's Municipal Code.

Reclaimed Water

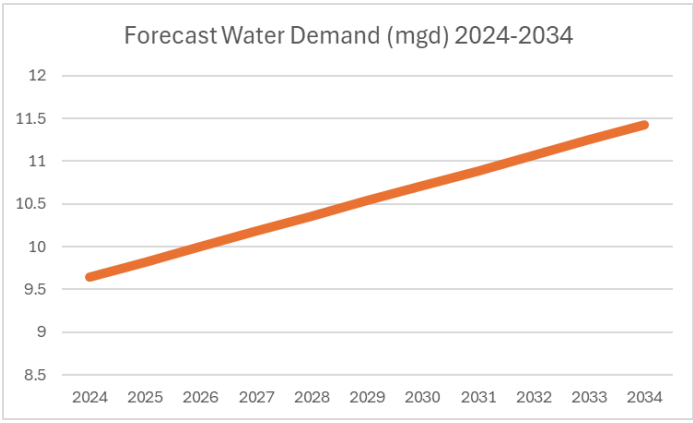
FPUA has no existing Reclaimed Water. Reclaimed water will be available when the Mainland Water Reclamation Facility (MWRF) is constructed. FPUA anticipates that the MWRF will be completed and commissioned in December 2025. The MWRF is projected to cost $133,978,500.00 with a reclaimed water capacity of 8 MGD

Raw Water Wells

FPUA currently owns and operates a total of 43 groundwater wells, including 32 wells that draw water from the surficial aquifer and 11 wells (FB1-FB11) that draw water from the Floridan Aquifer. 32 surficial wells are dedicated to the lime softening WTP along with 1 Floridan Aquifer well. 8 of the Floridan Aquifer wells normally provide water to the RO WTP; 2 of the Floridian wells could also be routed to the lime softening WTP if needed. FPUA has a continuing program to rehabilitate and improve its existing aquifer wells.

Forecast Water Demand

In addition to the provision of water supply to its own service area FPUA provides water to the St. Lucie County Utilities Department (SLCUD) distribution network. Based on SLCUD's current plan it is anticipated that water will be provided to its North Hutchinson Island and Indian River Estates indefinitely. Demand growth in other areas of the County which receive bulk service from FPUA will be served through existing and new master meters serving the Northern District and the Western District.



** Please note that the Interlocal Agreement for bulk water expires in 2028, and SLCUD has indicated (to SFWMD) they plan to develop supplies to provide water and discontinue the bulk water purchases from FPUA. If this were to happen, it would be more likely than not that some areas of SLCUD service territory would still be served by FPUA*

bulk water. When SLCUD formally notifies FPUA of the meter/s they plan to discontinue, FPUA will then adjust the SLCUD no growth service population constant accordingly.

Comprehensive Plan

City of Fort Pierce Comprehensive Plan – INFRASTRUCTURE ELEMENT
Goal 3.4 Potable Water -Attached
Goal 3.5 Natural Groundwater Recharge - Attached

Staff Recommendation
Approve the Transmittal of the Comprehensive Plan Amendment to the Florida Commerce Department.

Alternative Commission Action
Disapprove the Transmittal of the Comprehensive Plan Amendment to the Florida Commerce Department.

Goal 3.4 POTABLE WATER

Provide a cost-effective and sustainable potable water supply system which meets all applicable water quality standards, maintains the adopted LOS, and maintains the City's water quality standards, and does not compromise the City's future water supply.

3.9 *Objective:*

The City shall coordinate with FPUA to identify existing deficiencies in the potable water system and to correct any identified deficiencies in order to maintain the adopted LOS through the adopted planning horizon.

3.9.1 Policy:

The City shall assure, through the FPUA budget approval process, which FPUA will maintain funding for the systems improvements the Capital Improvements Element to address identified potable water deficiencies consistent with the priorities established in the adopted Water and Wastewater Master Plan.

3.9.2 Policy:

The City shall coordinate with FPUA to fund projects and programs to correct identified system deficiencies and maintain the adopted LOS standard.

3.9.3 Policy:

The City shall coordinate with FPUA to update the Water and Wastewater Master Plan every five years to assure that potable water facilities are available to provide adequate fire flow protection and to meet the existing needs of FPUA's customers. Due to lower than expected growth rates between 2006 to 2015, the Water and Wastewater Master Plan is scheduled to be updated in 2021.

3.10 *Objective:*

Potable water facilities shall be provided at the adopted LOS standard of 300 GPD per ERC for the adopted planning horizon.

3.10.1 Policy:

The LOS standard for potable water facilities shall be 300 GPD per ERC. The number of ERCs provided for residential connections shall be:

- 1 ERC (300 GPD) for each single family unit
- 0.70 ERC (210 GPD) for each multi-family unit

For general service, commercial, or industrial connections, the potable water facilities treatment system shall be sized to provide the number of ERCs as agreed upon by FPUA in the Water and Wastewater Supply Agreement with developers. The ERC shall be based on existing potable water demands from similar land uses or best available data.

The LOS standard for the FPUA water treatment plants shall be measured by maximum daily flow.

3.10.2 Policy:

The City shall work with FPUA to provide adequate fire flow protection. FPUA will review new construction projects to ensure that new projects have been designed and constructed to provide a minimum system pressure of 20 pounds per square inch during maximum day demands with fire flow.

3.10.3 Policy:

The City shall coordinate with FPUA to prepare and submit an Updated Capacity Analysis Report to the FDEP at the scheduled intervals described in the F.A.C. § 62-555.348, *Planning for Expansion of Public Water System Source, Treatment, or Storage Facilities.* When the Capacity Analysis Report indicates that additional capacity will be needed within the next five years, design and permitting for additional capacity shall be initiated in accordance with this same code.

The August Capacity Analysis Report prepared for FPUA initially indicated that there was adequate capacity to meet the projected growth demands through 2018. However, due to lower than expected growth rates between 2006 and 2015 and the rerating of the Water Treatment Plant from 18.99 Million Gallons per Day (MGD) to 23.32 MGD on May 3, 2018, there is adequate capacity to meet the projected growth demands through 2030.

3.10.4 Policy:

The City, in coordination with the FPUA, shall maximize the use of existing potable water facilities by encouraging infill and redevelopment.

3.10.5 Policy:

The City and FPUA shall continue to maintain, administer, and implement an integrated geographic information system (GIS) to make standardized land use and potable water supply facilities information available for local and regional planning purposes.

3.11 *Objective:*

Encourage compact urban growth patterns, including infill and redevelopment, to maximize the use of existing potable water facilities.

3.11.1 Policy:

The City shall work with FPUA to identify opportunities to increase the efficiency and to optimize the use of existing facilities as an alternative to constructing new potable water facilities. The FPUA will continue the planned and preventive maintenance program in order to maximize the useful life of existing infrastructure.

3.11.2 Policy:

The City shall work with FPUA to prioritize the provision of water service to infill, enclave, or redevelopment areas.

3.12 *Objective:*

Optimize the utilization of water resources through effective water management practices that conserve and protect potable water resources with primary focus on the Surficial Aquifer.

3.12.1 Policy:

The City shall develop a basin-wide water management protocol, in accordance with SFWMD permitting requirements, that optimizes flood protection, water quality, stormwater storage, wetlands sustainability and groundwater recharge functions while protecting the stormwater management system, wellfield characteristics, groundwater levels, saltwater intrusion limits, flows and canal stages to better utilize the water resource.

3.12.2 Policy:

FPUA shall continue to monitor water loss within the utility system, to identify strategies that minimize system loss and continue the preventive maintenance program for the distribution system.

3.12.3 Policy:

The City shall utilize the development review process of the Land Development Code to require applicants for development permits to prepare landscaping plans that incorporate xeriscape principles, encourage native plant communities, and meet the Florida Irrigation Society's standards and specifications for turf and landscape irrigation systems. The City shall revise the Land Development Code to include more stringent requirements for these areas.

3.12.4 Policy:

The City shall continue to implement a year-round public information and education program promoting water conservation. The City shall coordinate with FPUA to encourage conservation by continuing to implement a multi-tier rate structure which increases the unit cost as consumption levels increase.

3.12.5 Policy:

The City, in conjunction with FPUA, shall implement the adopted 10-year water supply plan consistent with the SFWMD plans.

3.12.6 Policy:

The City and FPUA shall coordinate and participate in the SFWMD Upper East Coast Water Supply Plan process.

3.12.7 Policy:

The City adopts by reference the current ~~2020~~ 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan.

(Ord. No. 21-001, § 1, 8-2-2021)

3.13 *Objective:*

Potable water facilities shall be designed, constructed, maintained and operated in such a manner as to protect the functions of natural groundwater recharge areas and natural drainage features.

3.13.1 Policy:

The City shall coordinate with FPUA and SFWMD for the design, construction, operation and maintenance of new or expanded potable water facilities that will focus on the use of an alternative water source as defined in the Upper East Coast Water Supply Plan. These potential sources could include the Floridan aquifer, aquifer storage and recovery (ASR) wells, desalinization, capture and storage of excess stormwater currently lost to tide, reuse and grey water where technically feasible and other technologies.

3.13.2 Policy:

The construction, operation and maintenance of new or expanded potable water facilities shall consider the short-term and long-term impacts to natural groundwater recharge areas, wetlands, surface and groundwater levels and the exacerbation of saltwater intrusion. The design shall also consider whether or not the construction, operation and maintenance will harm the aquifer system. Adverse impacts of construction, operation, and maintenance to the aquifer system shall be avoided or at least minimized.

3.14 *Objective:*

Provide a cost-effective, sustainable potable water system meeting all applicable standards at the adopted LOS standard.

3.14.1 Policy:

The City shall continue to coordinate the provision of potable water services with the FPUA through agreements with municipalities and other service providers.

3.14.2 Policy:

The City shall coordinate storm drainage and roadway projects with FPUA to minimize impacts to the potable water system and maintain adopted LOS standard.

3.14.3 Policy:

The City shall assist FPUA in identifying possible sources of financing for the water system improvements identified in the current and future Water and Sewer Master Plans.

3.14.4 Policy:

The City shall coordinate with FPUA in continuing the provision of potable water that meets the drinking water standards described in F.A.C 62-555 and the provision of an annual water quality report for FPUA customers as required by the EPA Safe Drinking Water Act.

3.15 *Objective:*

Continue to provide potable water use in the quantity and quality necessary to satisfy existing and projected growth in compliance with the latest standards acceptable to the City, the County, the State and the U. S. Environmental Protection Agency, and in accordance with the regulations implementing the "Safe Drinking Water Act" (1986).

3.15.1 Policy:

The City shall continue to rely upon the facilities and personnel of the Fort Pierce Utilities Authority to satisfy the potable water supply, treatment and distribution needs of residents and businesses.

3.15.2 Policy:

The City shall coordinate with the Fort Pierce Utilities Authority to establish potable water level of service standards for non-residential land uses, such as office, industrial and commercial.

3.16 *Objective:*

The City shall ensure that potable water facilities and services meet the level of service standards established within the Comprehensive Plan.

3.16.1 Policy:

The City shall coordinate with the FPUA to address existing facility deficiencies and utilize the Capital Improvements Program and the Capital Improvements Element to provide for correction of the improvements Element to provide for correction of the existing water supply and replacement of facilities.

3.16.2 Policy:

The City shall implement the Ten-Year Water Supply Facilities Work Plan to ensure that water supply facilities necessary to serve existing and future development within the City are available and consistent with the FPUA consumptive use permit.

Goal 3.5 NATURAL GROUNDWATER AQUIFER RECHARGE

Protect the function of natural ground water/aquifer recharge areas and natural drainage features.

3.17 *Objective:*

Manage the natural ground water aquifer recharge conditions in a safe, effective and reliable manner as required by current design standards and codes.

3.17.1 Policy:

Improve groundwater recharge by requiring all construction projects to meet or exceed the City of Fort Pierce Site Development Technical Regulations and Stormwater Management Requirements, including:

- Requiring development and redevelopment to provide a minimum of 20% of pervious open and green space
- The City shall amend the Land Development Code to limit the stormwater runoff for new gravity connections to the volumetric equivalent of not more than 2.0 inches of depth over the area served for any 24-hour period from the ten-year frequency, 72-hour duration rainfall. The City shall amend the Land Development Code to limit the total pump capacity of new connections to surface waters (canals or bay) to not more than the volumetric equivalent of 2.0 inches of depth per day from the area to be served by the pump.

3.17.2 Policy:

The City will promote the use of reclaimed water through city-wide efforts to educate residents and business community on the merits of using reclaimed water to diminish groundwater withdrawals. The City shall coordinate with FPUA to assess the viability of providing reclaimed water to new developments and if feasible, will require new developments to utilize reclaimed water for irrigation once the MWRP is constructed and operating.

3.17.3 Policy:

The City shall continue to require that all development and redevelopment codes at a minimum comply with SFWMD environmental protection rules for stormwater disposal methods.

CITY OF FORT PIERCE

CITY COMMISSION

February 18th, 2025

COMPREHENSIVE PLAN TEXT AMENDMENT
FPUA – 10-YEAR WATER SUPPLY PLAN

SUMMARY

This Proposed Comprehensive Plan Text Amendment is required to adopt the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan by reference.

The Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within Fort Pierce. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update. The Upper East Coast Water Supply Plan Update was approved by the District's Governing Board on November 10, 2021. Therefore, the deadline for local governments within the Upper East Coast Regional Water Supply Planning Region to amend their comprehensive plans to update the Work Plan was May 10, 2023. The update to the FPUA 10-Year Water Supply Facilities Work Plan was completed in July 2024.

SUMMARY

Residents of the City of Fort Pierce obtain their water from the FPUA which is responsible for ensuring enough capacity is available for existing and future customers.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Fort Pierce. According to state guidelines, the Work Plan and the City's Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period. The Work Plan will have a planning time schedule consistent with the comprehensive plan and the Upper East Coast Water Supply Plan Update.

The Work Plan is consistent with the City's Comprehensive Plan.

COMPREHENSIVE PLAN TEXT AMENDMENT

3.12.7 Policy:

The City adopts by reference the current ~~2020~~ 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan.

RECOMMENDATION

Staff recommendation is for the City Commission to approve the Transmittal of the Comprehensive Plan Amendment to the Florida Commerce Department.

ALTERNATIVE RECOMMENDATION

Disapprove the Transmittal of the Comprehensive Plan Amendment to the Florida Commerce Department.

ORDINANCE NO. 25-015

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; **AMENDING THE CITY'S COMPREHENSIVE PLAN AT POLICY 3.12.7** OF THE PLAN'S INFRASTRUCTURE ELEMENT TO ADOPT THE 2024-2034 FPUA 10-YEAR WATER SUPPLY FACILITIES WORK PLAN BY REFERENCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL OTHER ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted the City of Fort Pierce Comprehensive Plan by Ordinance No. L-136, as subsequently amended; and

WHEREAS, on March 16, 2020, in accordance with Florida law, the City adopted amendments to the Comprehensive Plan through the Evaluation and Appraisal Review based process through the adoption of Ordinance No. 19-033; and

WHEREAS, on August 2, 2021, the City adopted a text amendment to the Comprehensive Plan updating the reference to the Fort Pierce Utilities Authority 10-Year Water Supply Facilities Work Plan through the adoption of Ordinance 21-001; and

WHEREAS, the purpose of the Fort Pierce Utilities Authority 10-Year Water Supply Facilities Work Plan is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction; and

WHEREAS, the Fort Pierce Utilities Authority 10-Year Water Supply Facilities Work Plan dated July 29, 2024 was recently updated by the FPUA, attached hereto as Exhibit "A"; and

WHEREAS, the Comprehensive Plan requires amendment for consistency with and adoption of the updated FPUA Work Plan; and

WHEREAS, the proposed text amendment to the Comprehensive Plan is consistent with the Comprehensive Plan, and will not have an adverse effect on the ability of the city to satisfy land and water use needs and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by section 125-136 of the Code of Ordinances for the City of Fort Pierce; 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 Comprehensive Plan Text Amendment and submitted its recommendations thereon to the City Commission; and

WHEREAS, the City of Fort Pierce Planning Board, at their January 13, 2025, meeting, voted 5 to 0 to recommend approval of this Comprehensive Plan Text Amendment; and

WHEREAS, having considered the recommendations of the Planning Board, the City Commission of the City of Fort Pierce has prepared this text amendment to the City's Comprehensive Plan and transmitted it to the Florida Department of Commerce and other required agencies within ten (10) working days of the first public hearing as required by section 163.3184, Florida Statutes; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this text 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 Comprehensive Plan of the City of Fort Pierce is hereby amended to read as follows:

Goal 3.4 – POTABLE WATER

Provide a cost-effective and sustainable potable water supply system which meets all applicable water quality standards, maintains the adopted LOS, and maintains the City's water quality standards, and does not compromise the City's future water supply.

***

3.12 Objective:

Optimize the utilization of water resources through effective water management practices that conserve and protect potable water resources with primary focus on the Surficial Aquifer.

***

3.12.7 Policy:

The City adopts by reference the current ~~2020~~ 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan.

SECTION 2. The 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan, attached hereto as Exhibit “A”, is hereby adopted.

SECTION 3. That upon this Ordinance becoming adopted, the Planning Director is authorized to notify the Department of Commerce of the action of the City Commission to adopt the proposed text amendment to the City’s Comprehensive Plan.

SECTION 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. The effective date of this text amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the text amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges Esq.
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. 25-015 was duly advertised in accordance with Section163.3184, and 166.041, of the Florida Statutes in the St. Lucie News Tribune on Sunday, February 2, 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 _____, 2025; and was duly introduced, read by title only, and passed on second and final reading on _____, 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 _____, 2025.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox

(CITY SEAL)

EXHIBIT A

Fort Pierce Utilities Authority

10-Year Water Supply Facilities Work Plan

2024-2034

Fort Pierce Utilities Authority

10-Year Water Supply Facilities Work Plan

2024-2034



Prepared By:
Fort Pierce Utilities Authority
Water/Wastewater Engineering Department
7/29/2024

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1.0 INTRODUCTION

The purpose of the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update. The *Upper East Coast Water Supply Plan Update* was approved by the District's Governing Board on November 10, 2021. Therefore, the deadline for local governments within the *Upper East Coast Regional Water Supply Planning Region* to amend their comprehensive plans to update the Work Plan is May 10, 2023.

Residents of the City of Fort Pierce obtain their water from the FPUA which is responsible for ensuring enough capacity is available for existing and future customers.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Fort Pierce. According to state guidelines, the Work Plan and the comprehensive plan must address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period. The Work Plan will have a planning time schedule consistent with the comprehensive plan and the *Upper East Coast Water Supply Plan Update*.

The Work Plan is divided into five sections:

Section 1 – Introduction
Section 2 – Background Information
Section 3 – Water Supply and Facilities Information
Section 4 – Capital Improvement Plan
Section 5 – Goals, Objectives, and Policies

1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005, and 2011 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.2 Statutory Requirements

FPUA has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the *Upper East Coast Regional Water Supply Plan* [163.3177(4) (a), F.S.].
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.].
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
    a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the *Upper East Coast Regional Water Supply Plan*, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];
    b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the *Upper East Coast Regional Water Supply Plan* [s. 163.3177(6)(c)3, F.S.]; and
    c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6) (c) 3, F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3) (a) 4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the *Upper East Coast Water Supply Plan*, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].
7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the *Upper East Coast Regional Water Supply Plan* [s.163.3177 (6) (h) 1., F.S.].
8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the

development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

2.0 BACKGROUND INFORMATION

This section will provide a brief overview of the City of Fort Pierce and a description of the regional water planning issues that impact FPUA and the City of Fort Pierce.

2.1 Overview

Fort Pierce, often called the Sunrise City, has been the hub of St. Lucie County, Florida for over 100 years. Situated on the "Treasure Coast", named after the famed sinking of a Spanish treasure fleet in 1715, Fort Pierce is one of the oldest communities on the east coast of Florida. Incorporated in 1901 and today encompasses approximately 29 square miles.

The FPUA provides potable water to the incorporated section for the City of Fort Pierce (City) and the surrounding areas of unincorporated St Lucie County, including South Hutchinson Island to the Martin County line. The FPUA also provides bulk water to North Hutchinson Island, northern St. Lucie County, and western St. Lucie County. The FPUA currently serves approximately 22,000 water accounts within the FPUA's service area (excluding bulk customers).

As indicated in the FPUA Water & Wastewater Master Plan dated September 2006 and prepared by LBFH, Inc., most of the land inside the City limits is currently zoned and being utilized for residential purposes with the majority specifically zoned as medium density residential. The FPUA's Retail Service Area Boundary was established in the Bulk Water/Wastewater Agreement with St. Lucie County, which also provides for bulk sales of FPUA water and wastewater services to St. Lucie County's retail customers. The predominate medium residential zoning is generally concentrated south of Orange Avenue and north of Midway Road between US 1 and Indian River Drive. The second highest land use category is general commercial. The general commercial zoned areas tend to follow the City's main access roads (i.e. Okeechobee Road, Orange Avenue, and US 1). The vacant land inside the City limits constitutes approximately 16.7% of the total area. Approximately 28% of the area between the City limits and the Retail Service Area Boundary is currently vacant.

In the area between the City limits and the FPUA's Retail Service Area Boundary most of the land is currently zoned as "Agriculture, Residential", "Agricultural", or "Industrial, Light". Agricultural Residential is the largest of the three zoning categories. Based on future land use, the largest category is "Residential" closely followed by "Non-Agricultural Acreage". Areas of Residential lands are located throughout the area between the City limits and the FPUA Retail Service Area Boundary. Large Non-Agricultural Acreage areas are located north and west of the City limits but the largest tracts are concentrated in the northwest corner of the Retail Service Area.

2.2 Relevant Regional Issues

This section is a brief description or narrative discussing the overarching regional issues impacting water supply planning at the local level, such as the Regional Availability Water Rule or the Central Florida Water Initiative (CFWI) planning effort. The issues(s) are listed below.

The regional issues identified for the 2045 in the *Upper East Coast Planning Region* are:

1. New uses of surface water from the C-23, C-24, and C-25 canals are limited in accordance with RAA criteria.
    - This is not applicable to FPUA.
2. Surface water allocations from Lake Okeechobee and the C-44 Canal are limited in accordance with the Lake Okeechobee Service Area RAA criteria.
    - This is not applicable to FPUA.
3. If the region experiences change in crop types and irrigated acreage, construction of additional surface water storage systems may be required to increase water availability.
4. The Restricted Allocation Area (RAA) for Floridan Aquifer System (FAS) wells in Martin and St. Lucie Counties places restrictions on pump capacity for new pumps and FAS wells.
    - Per the Applicant's Handbook: RAA for FAS: Floridian Aquifer Wells in Martin and St. Lucie Counties: Prohibits pumps on flowing FAS wells in Martin and St. Lucie Counties unless: 1) the pump was in place before March 2, 1974; 2) the proposed pump is installed to increase pressure in attached piping, not to increase the flow above the natural flow from the well; 3) an analysis shows the withdrawals will not interfere with existing legal uses; 4) the pump is installed temporarily for freeze protection; or 5) the pump is installed temporarily during a declared water shortage.
    - Noted
5. Expansion of surficial aquifer system withdrawals is limited due to potential impacts to wetlands as well as the increased potential for saltwater intrusion. New or increased allocations of water from the surficial aquifer system in coastal areas beyond those currently permitted require detailed evaluation.
    - Noted, Additionally, the City will work to conserve water consumption by implementing Comprehensive Plan policies detailed later in this Plan, which support conservation of potable water.
6. Existing freshwater flows affect the health of the St. Lucie River and Estuary and southern Indian River Lagoon.
    - Noted

    Withdrawals from the FAS are expected to increase to meet future demands. The East Coast Floridian Model projects notable decreases in water levels and increases in total dissolved solids in the northeastern portion of the planning area. Monitoring water levels and water quality in the FAS and wellfield design with operational plans will be needed to ensure long-term sustainability of the resource.

3.0 WATER SUPPLY AND FACILITIES INFORMATION

3.1 Water Supply Facility

The Henry A. Gahn Water Treatment Facility (WTF) treats and supplies potable water to the FPUA service area. The WTF site contains two water treatment plants (WTP's) with two separate treatment processes. The original treatment plant utilizes a lime softening/dual media filtration process which is supplied from a surficial aquifer source. At times Floridan Aquifer water is blended with the shallow surficial wells for treatment in the lime softening WTP. The newer plant constructed in December 2002 uses a reverse osmosis (RO) process to treat water from the Floridan Aquifer.

Treated water from the lime softening and RO WTP's is pumped to three on-site ground storage tanks (GST's). The storage tanks feed four high service pumps (HSP's) that supply the distribution system. There are three re-pump stations located within the distribution system. The three ground storage tanks (GST's) at the Henry A. Gahn WTF have capacities of 1.0, 1.5, and 3.0 million gallons (MG) and were constructed in 1959, 1983, and 2000 respectively. The GST's provide water to the main high service pumps as well as the on-site pump station on 25th Street. The 1.5 MG GST is reportedly in good condition. The 1.0 MG GST was rehabilitated in 2016, and the 3.0 MG GST in 2022. In addition to the 2016 and 2022 rehabilitations, all of the tanks are routinely inspected at 5-year intervals. The last inspection for all of the GST's was in 2023.

There are three additional storage tanks at the Jaycee Park, South Hutchinson Island, and Savannah Road re-pump stations. These tanks have capacities of 1.0, 1.0, and 1.5 MG respectively. The January 2007 Capacity Analysis Report (CAR) prepared by Global Tech for FPUA's Henry A. Gahn Water Treatment Facility indicates that no additional expansion plans for the treatment facilities are currently required. In May 2018, FPUA rerated the permitted capacity of the Henry A. Gahn Water Treatment Facility from 18.99 MGD to 23.32 MGD under Permit Number 0081062-398-WC. This sets the permitted capacity of the Lime Softening Water Treatment Process to 12.99 MGD that is to remain the same and the Reverse Osmosis Water Treatment Plant Process firm maximum capacity increases from 6.0 MGD to 10.33 MGD. The current FDEP permitted capacity is more than adequate to meet the demand growth projected over the next 10 years.

3.2 Raw Water Wells

FPUA currently owns and operates a total of 43 groundwater wells, including 32 wells that draw water from the surficial aquifer and 11 wells (FB1-FB11) that draw water from the Floridan Aquifer. 32 surficial wells are dedicated to the lime softening WTP along with 1 Floridan Aquifer well. 8 of the Floridan Aquifer wells normally provide water to the RO WTP; 2 of the Floridian wells could also be routed to the lime softening WTP if needed. FPUA has a continuing program to rehabilitate and improve its existing aquifer wells.

3.3 Water Use Permit

The South Florida Water Management District (SFWMD) issued Water Use Permit 56-00085W to the FPUA on July 11, 2007. The permit grants the FPUA an annual allocation of 7713 MG of which up to 2920 MG can come from the Surficial Aquifer with the remaining 4,793 MG to be supplied from the Floridan aquifer. Monthly restrictions on the surficial and Floridan aquifer systems are 243.20 MG and 467.98 MG, respectively. This permit expires in 2027.

3.4 Projected Water Demands

Fort Pierce is located in an area that has experienced a fast-paced growth rate that has recently slowed due to the impact of two hurricane strikes in recent years and a general economic slow-down in the national residential construction market. The 2006 Water and Wastewater System Master Plan used a methodology for determining the future water demands that included the utilization of information on potential development activity within the FPUA Retail Service Area and a geographic information systems (GIS) analysis of land use and buildable lands within the Retail Service Area.

In addition to the provision of water supply to its own service area FPUA provides water to the St. Lucie County Utilities Department (SLCUD) distribution network. Based on SLCUD's current plan it is anticipated that water will be provided to its North Hutchinson Island and Indian River Estates indefinitely. Demand growth in other areas of the County which receive bulk service from FPUA will be served through existing and new master meters serving the Northern District and the Western District.

** Please note that the Interlocal Agreement for bulk water expires in 2028, and SLCUD has indicated (to SFWMD) they plan to develop supplies to provide water and discontinue the bulk water purchases from FPUA. If this were to happen, it would be more likely than not that some areas of SLCUD service territory would still be served by FPUA bulk water. When SLCUD formally notifies FPUA of the meter/s they plan to discontinue, FPUA will then adjust the SLCUD no growth service population constant accordingly.*

Table 1

Fort Pierce Utilities Authority Historical Water Demands

Year	Annual Average Day Flow (mgd)
2014	7.49
2015	7.54
2016	7.85
2017	8.27
2018	8.79
2019	8.39
2020	9.14
2021	9.16
2022	9.14
2023	9.15

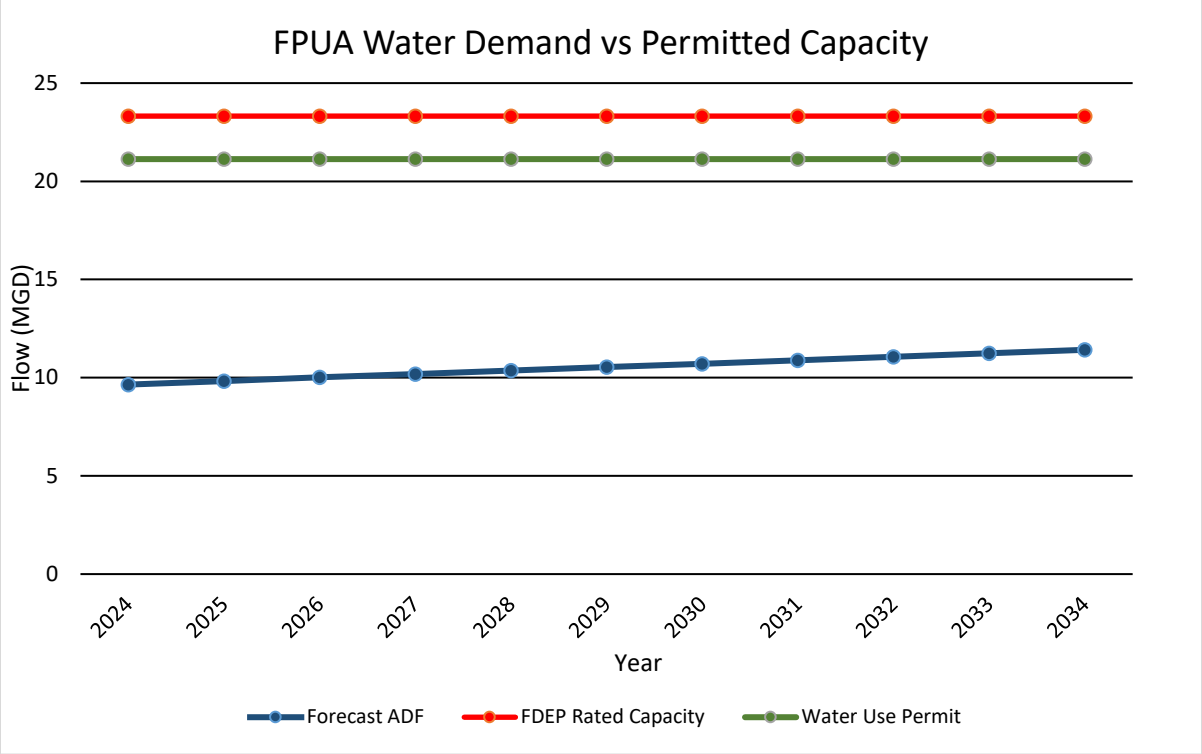
Table 2

Fort Pierce Utilities Authority Forecast Water Demands From SFWMD Water Use Permit (151 gpcd)

Year	Service Population	Demand (mgd)
2024	63,867	9.64
2025	65,049	9.82
2026	66,231	10.00
2027	67,413	10.18
2028	68,595	10.36
2029	69,777	10.54
2030	70,959	10.71
2031	72,141	10.89
2032	73,323	11.07
2033	74,505	11.25
2034	75,687	11.42

1. Bulk water customers *are* included in the "Service Population" total with an assumed no growth constant of 8,782.
2. FPUA population growth extrapolated at 1,182 people per year.
3. The 151 gpcd utilized in the above projections were based on actual average daily flows and service population provided by SFWMD in 2017 and adjusted pursuant to recent census numbers.

Figure 1



3.5 Level of Service Standards

FPUA has established a water use level of service of 300 gallons per day (GPD) per typical dwelling unit with a water distribution system having a minimum system pressure requirement of 20 PSI with the average system pressure of 60 PSI.

3.6 Conservation

FPUA has been promoting water conservation for decades. Conservation is a proven strategy for delaying implementation of expensive alternative water supply technologies. In addition, the City of Fort Pierce has addressed water conservations measures through a series of ordinances within the City's Municipal Code.

3.6.1 Conservation Rate Structure

The current FPUA water rate structure is a multi-tier conservation rate structure which increases the unit cost as consumption levels increase, this rate applies to both residential and commercial customers. The current monthly water usage rate is shown below:

Water Usage	**Charge per 1,000 gallons**
1 to 3,000 gallons	$15.03 flat rate up to 3,000 gals.
3,001 to 10,000 gallons	$5.01
10,001 to 15,000 gallons	$6.27
Over 15,000 gallons	$7.52

As an enhanced conservation measure irrigation customer using in excess of 15,000 gallons per month will be charged $10.58 per 1000 gallons.

3.6.2 FPUA Resolution NO. UA 89-18

FPUA Resolution NO. UA 89-18 establishes a water meter policy for the water system of Fort Pierce, Florida effective May 2, 1989. It is the policy of FPUA to require individual water meters for each separate unit (customer) within a structure when it is economically feasible, physically practical and the end use of individual meters will promote conservation of our limited water supply.

3.6.3 City of Fort Pierce Comprehensive Plan – Water Conservation Element

Objective: Conserve, appropriately use and protect the quality and quantity of current and projected water sources and waters that flow into estuarine waters or oceanic waters.

Policy #1: The City shall cooperate with St. Lucie County and the South Florida Water Management District for the implementation of water demand management policies and programs, including mandating xeriscape principles for all development.

Policy #2: The City shall ensure that existing and new development shall be serviced with an adequate supply of potable water at the adopted levels of service that, at a minimum, meets the state water quality standards.

Policy #3: The City shall cooperate with the South Florida Water Management District (SFWMD) and St. Lucie County to conserve water resources in emergencies and during declared water shortages. The City shall continue and expand efforts to publicize and encourage water conservation.

Policy #4: Activities and land uses known to adversely affect the quality and quantity of identified water sources and within natural groundwater recharge areas shall be restricted to

protect the quality and quantity of this water source. Parking spaces that exceed minimum requirements and excessive amounts of imperious surface coverages for new development shall be discouraged.

Policy #5: The City shall achieve compatibility with other related regional water resource planning efforts. These include the Indian River Lagoon (IRL) Surface Water Improvement and Management (SWIM) Plan, Comprehensive Everglades Restoration Plan (CERP), CERP IRL—South Project, CERP North Palm Beach County Project Part 1, Lake Okeechobee SWIM Plan, Lower East Coast and Kissimmee Basin Water Supply Plans, IRL National Estuary Program Comprehensive Conservation and Management Plan, St. Johns River Water Management District (SJRWMD) District wide Water Supply Assessment and Northern Palm Beach County Comprehensive Water Management Plan.

Policy #6: The City will continue to implement recommendations as proposed in the Water Supply Plan.

3.6.4 City Code Section 123-37 – General Landscape Requirements

The following standards apply to all landscaping and plant materials identified on all landscape plans shall meet or exceed the following general landscaping requirements which shall be considered complimentary to the landscaping provisions of any other city ordinance.

1. All plant material shall be Florida Grade No. 1 or better in quality as established by the Florida Department of Agriculture and Consumer Services and shall be free from all disease, insects, and other pests. The "Florida-friendly Plant Database" published by the University of Florida at http://www.floridayards.org is hereby adopted and shall provide the standards for acceptable native, drought tolerant, and salt tolerant tree, palm, shrub, and other plant species.
2. At least 50 percent of required plant material shall be drought-tolerant species.
3. At least 50 percent of required plant material shall be native Florida species.
4. At least 50 percent of required plant material on the barrier Island shall be high salt-tolerant species.
5. All required landscaping shall be installed in a sound and workmanlike manner according to accepted good planting procedures.
6. An automated irrigation system shall be provided for all required landscape areas for irrigation during establishment and selectively during times of drought. Irrigation system design and installation shall employ the most current water saving devices, including, but not limited to, moisture sensors and drip irrigation where appropriate to conserve water.
7. All plant material shall be compatible with the local climate, proposed physical site improvements, existing and proposed public and private improvements, and the proposed stormwater management plan for the site.
8. All landscape areas shall be protected from vehicular encroachment.

9. All synthetic, non-degradable root ball wrappings shall be removed prior to planting. Only paper or cotton burlap wrappings and cotton rope or twine may remain around the root ball of trees or palms after planting.

3.6.5 City Code Section 123-47 – Landscape Irrigation Conservation Measures

The City of Fort Pierce maintains a year-round landscape irrigation conservation measures that adopts the rules of the South Florida Water Management District, listed in Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections which are set out as follows:

1. The year-round landscape irrigation conservation measures contained in this Section are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this Section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.
2. It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this Article which affect each particular water use.
3. In addition to the specific conservation measures, all wasteful and unnecessary water use, as defined in Section 123-45(16), is prohibited.
4. The following requirements shall apply to all users, unless specified in Section 123-46 or Section.123-48.
    (a) Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.
    (b) Irrigation of existing landscaping shall comply with the following provisions:
        i. Even addresses, as defined in Section 123-45(5), installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Thursday and/or Sunday.
        ii. Odd addresses, as defined in Section 123-45(13), shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Wednesday and/or Saturday.
    (c) Irrigation of new landscaping shall comply with the following provisions:
        i. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
        ii. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.

iii. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.

iv. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.

v. Irrigation of new landscaping is limited to areas only containing the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this Subsection if the zone contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, as defined in Section 20.305(10), or any appropriate method which isolates and waters only the new landscaping.

5. Any water shortage, as defined in Section 20.305(18), restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board or Executive Director Orders which are more restrictive than a measure contained within this Ordinance, shall supersede this Ordinance for the duration of the applicable water shortage declaration.

3.7 Reclaimed Water

FPUA has no existing Reclaimed Water. Reclaimed water will be available when the Mainland Water Reclamation Facility (MWRF) is constructed. FPUA anticipates that the MWRF will be completed and commissioned in December 2025. The MWRF is projected to cost $133,978,500.00 with a reclaimed water capacity of 8 MGD.

FPUA has entered into an agreement with Florida Municipal Power Agency (FMPA) to provide reclaimed water for use in their cooling towers at their Treasure Coast Energy Center (TCEC). This agreement was executed in October 2005 between FMPA and FPUA. It binds FPUA to guarantee to reserve reclaimed water in the amount of 2.9 mgd for TCEC Unit 1. Under the agreement FMPA will periodically evaluate its reclaimed water needs and notify FPUA of changes in the required quantity of reclaimed water it will need to operate TCEC Unit 1.

The provisions of the agreement between FMPA and FPUA may limit FPUA's ability to enter into additional agreements to provide reclaimed water to other users should FPUA be required to provide the up to 11.6 MGD of reclaimed water capacity FMPA is authorized to reserve and utilize for its future TCEC Units 2, 3 and 4.

FPUA has investigated potential future reclaimed water users at locations that could become large reuse sites within an approximate two-mile radius of the MWRF. Sites were identified and owners of the properties contacted to gauge the interest in the use of reuse water. At this time, with the exception of the St. Lucie County Landfill, none of the owners contacted indicated an interest or need for provision of reclaimed water service.

4.0 CAPITAL IMPROVEMENT PLAN

The FPUA prepares an annual capital budget which is reviewed and approved by its Board and the City of Fort Pierce City Commission. As a part of the annual budget preparation process the FPUA updates its Five-Year Capital Improvement Plan. Projects included in the plan include both capital improvements which add new system capacity and replacement & rehabilitation (R&R) projects which replace components of the system which are approaching the end of their useful life. A significant portion of new water transmission capacity is constructed by developers and dedicated to FPUA as a part of the development process or through upsizing of existing water mains during the construction of roadway projects as part of City, County or State roadway projects.

Major plant capital projects include the ongoing replacement and upgrading of existing surficial wells.

Table 3

FPUA Five Year Water Capital Improvement Program FY 2025 to FY 2029

Project Title	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total5 YearsFY 2025-29
Surficial Well Replacements	1,200,000.00	162,750.00	460,250.00	166,250.00	460,500.00	2,449,750.00
Fire Hydrants	15,188.00	16,099.00	17,099.00	18,099.00	19,099.00	85,584.00
City Roadway Projects	250,000.00	250,000.00	300,000.00	300,000.00	350,000.00	1,450,000.00
Miscellaneous MSBU	140,000.00	350,000.00	350,000.00	350,000.00	350,000.00	1,540,000.00
New Construction Mains	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	250,000.00
New Construction Customer Fund	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	250,000.00
SLC Roadway Projects	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	500,000.00
Customer Base Expansion	5,055,681.56	0.00	0.00	0.00	0.00	5,055,681.56
Water Main Looping	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00	550,000.00
Water Mains Misc R&R	500,000.00	600,000.00	750,000.00	800,000.00	850,000.00	3,500,000.00
Government & Other Required	50,000.00	110,000.00	110,000.00	110,000.00	110,000.00	490,000.00
FPL Water Main Replacement	460,000.00	400,000.00	0.00	0.00	0.00	860,000.00
N. US Highway 1 WM Expansion	432,500.00	0.00	0.00	0.00	0.00	432,500.00
North Causeway Bridge Replace	400,000.00	0.00	0.00	0.00	0.00	400,000.00
Orange Avenue	47,000.00	0.00	0.00	0.00	0.00	47,000.00
Ohio Ave W/WW Replacement	30,000.00	0.00	0.00	0.00	0.00	30,000.00
Ave B-Water Main Looping	20,000.00	0.00	0.00	0.00	0.00	20,000.00
S 25th St-Edwards to Virginia	4,000.00	0.00	0.00	0.00	0.00	4,000.00
Midway Rd WM & FM Adjustments	217,000.00	0.00	0.00	0.00	0.00	217,000.00
Mainland Water Reclamation Facility	66,556,031.51	0.00	0.00	0.00	0.00	66,556,031.51

*The total cost of the Mainland Water Reclamation Facility is $139,476,933.39

5.0 GOALS, OBJECTIVES AND POLICIES

The following comprehensive plan goals, objective and policies (GOPs) have been reviewed for consistency with the Work Plan.

Future Land Use Element:

1.6.2 Policy:
If a public facility or facility capacity is not available prior to the issuance of a building permit or functional equivalent, the City may issue development orders and permits conditioned upon the provision of the facilities and services necessary to serve the proposed development prior to the certification of occupancy.

1.6.3 Policy:
The City shall assess new development and redevelopment a proportionate fair-share of the public facility costs to accommodate the impacts of the development in order to maintain the adopted LOS standards through the enforcement of existing public facility funding mechanisms and impact fees. Public facilities include potable water, sanitary sewer, solid waste, drainage, parks and roadways.

1.11.2 Policy:
The City shall develop a phased annexation program based upon the ability of the City to provide public facilities. The program shall establish phasing and timing guidelines prioritizing the annexation of enclaves, pocket, and infill areas.

1.11.3 Policy:
Annexations Plan shall include fiscal impact analyses and plans for maintaining LOS standards consistent with the Comprehensive Plan.

1.11.5 Policy:
Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.

1.11.6 Policy:
The proposed Future Land Use Map (GOP Map 1-2) shall be used as a guide for land use designation assignments for annexed properties.

1.11.7 Policy:
Existing structures on properties newly annexed properties shall be assessed for historic value according to the City historic preservation ordinance and, if found to have such value, be incorporated into the City list of designated structures.

1.11.8 Policy:
Population projections reflecting annexations shall be prepared as part of the annual update of the 5-Year Schedule of Capital Improvements.

1.16 Objective:
The City shall ensure that natural resources are protected in accordance with the Conservation and Coastal Management Elements and the enforcement of the land development code, especially in the review of all new development and redevelopment.

1.16.3 Policy:
The City shall require the prevention of the unnecessary destruction or inappropriate use of existing natural resources and natural sites during the site plan review process of all proposed development or redevelopment.

1.16.6 Policy:
The City shall require all development applications to minimize tree removal as a part of land development action. The City shall require a tree survey to be provided which identifies trees for removal, relocation, and protection.

1.17 Objective:
Develop and implement land use controls and programs to preserve and enhance the important natural functions, and aesthetic and recreational values of the Indian River Lagoon and other surface waters.

1.17.3 Policy:
The City shall require open space as a part of the requirements for all development and redevelopment in order to promote shallow water aquifer recharge and stormwater filtration.

1.18 Objective:
Protect the quality and quantity of the City potable water supply as depicted on the Fort Pierce Future Land Use Maps.

1.18.1 Policy:
Amendments to the Future Land Use Map proposing land use categories that permit industrial uses shall be discouraged, to the greatest extent feasible, within wellfield protection zones of influence.

1.18.2 Policy:
All buildings must connect with the public wastewater collection system within the time frame required by Florida Statutes when new sewers are extended into an area currently using septic systems for wastewater disposal.

1.18.3 Policy:
New subdivisions shall provide sewerage and connections to the City sanitary sewer system for each lot in the development.

1.19 Objective:
Eliminate flooding occurrences in the City while preserving groundwater quality through the coordination of future land uses with topography and soil conditions, the provision of drainage and stormwater management systems, and the adoption of appropriate development codes and regulations.

1.19.2 Policy:
The Land Development Regulations shall require the design of public roads and parking lots to be consistent with the criteria of the SFWMD.

1.19.3 Policy:
New development encroaching into the 100-year floodplain shall incorporate elevation and flood protection measures that protect against the 100-year flood. The City shall maintain consistency with the program policies of the National Flood Insurance Program and shall monitor the availability of new cost-effective programs for minimizing flood damage; such programs may include modifications to construction setback requirements or other site design techniques, as well as upgraded building and construction techniques.

1.19.4 Policy:
New development shall provide stormwater retention equal to that which existed under predevelopment conditions that is consistent with the regulations and plans of the SFWMD, St. Lucie County Environmental Resources Department and independent drainage districts, as appropriate.

1.19.5 Policy:
Continue to implement regulations in the City's code to address stormwater management that may be attributed to local topography, flooding frequency, soil and other applicable environmental conditions, including minimum design criteria for stormwater management improvements such as performance standards for maximum lot coverage and on-site retention areas.

Infrastructure Element:
Goal 3.3
Maintain a stormwater management system in the City that reduces flooding, promotes aquifer recharge, minimizes degradation of water quality in surface and ground waters and protects the functions of wetlands.

3.7.4 Policy:
The City shall coordinate with the SFWMD and the independent drainage districts to implement applicable portions of the SFWMD regional water resource projects, the Upper East Coast Regional Water Supply Plan, and the Indian River Lagoon Stormwater Improvement and Management (SWIM) Plan that are intended to reduce losses of excess stormwater to tide, to recharge the surficial aquifer and water preserve areas and/or to provide additional storage for surface waters.

3.7.5 Policy:
The City shall work with FDEP to develop an action plan to meet the objectives and requirements of FDEP's Basin Management Action Plan for the St. Lucie Basin in order to address stormwater management issues on a watershed (basin) basis in accordance with SFWMD permits as a means of providing cost effective water quality and water quantity solutions to specific watershed problems.

3.7.6 Policy:
The City shall continue to implement a basin-wide water management protocol that optimizes flood protection, water quality, stormwater storage, wetlands sustainability and ground water recharge functions. A computer model of the existing surface water management system was developed as part of the 2010 Stormwater Master Plan that accounted for ground water levels, existing and projected stormwater flows, and canal stages. The City shall use this model as part of the land development review process to evaluate the impact of proposed connections to the City surface water management system and will update the model to include approved connections for new development.

3.8 Objective:
Maintain and protect ground water recharge of the surficial aquifer system in order to maintain all of the functions of the Floridan Aquifer.

3.8.1 Policy:
The City shall use Best Management Practices (BMPs) for stormwater management in accordance with City and SFWMD regulations.

3.8.2 Policy:
The City shall work cooperatively with the SFWMD and independent drainage districts to implement the Upper East Coast Regional Water Supply Plan, plans that provide for additional surface water storage such as water preserve areas, and any other plans and operating procedures that increase recharge water to the Surficial Aquifer.

3.8.3 Policy:
The City shall utilize, preserve, restore and enhance natural water bodies and functions by encouraging non-structural and structural erosion control devices and by discouraging the channelization, seawall installation or other alteration of natural rivers, streams and lakes.

3.8.4 Policy:
The City shall protect the water storage and water quality enhancement functions of wetlands, floodplains and aquifer recharge areas through land acquisition, the enforcement of regulations and the application of land and water management practices which provide for compatible uses.

3.9 Objective:
The City shall coordinate with FPUA to identify existing deficiencies in the potable water system and to correct any identified deficiencies in order to maintain the adopted LOS through the adopted planning horizon.

3.10.4 Policy:
The City, in coordination with the FPUA, shall maximize the use of existing potable water facilities by encouraging infill and redevelopment.

3.11.1 Policy:
The City shall work with FPUA to identify opportunities to increase the efficiency and to optimize the use of existing facilities as an alternative to constructing new potable water facilities. The FPUA will continue the planned and preventive maintenance program in order to maximize the useful life of existing infrastructure.

3.11.2 Policy:
The City shall work with FPUA to prioritize the provision of water service to infill, enclave, or redevelopment areas.

3.12 Objective:
Optimize the utilization of water resources through effective water management practices that conserve and protect potable water resources with primary focus on the Surficial Aquifer.

3.12.1 Policy:
The City shall develop a basin-wide water management protocol, in accordance with SFWMD permitting requirements, that optimizes flood protection, water quality, stormwater storage, wetlands sustainability and groundwater recharge functions while protecting the stormwater management system, wellfield characteristics, groundwater levels, saltwater intrusion limits, flows and canal stages to better utilize the water resource.

3.12.2 Policy:
FPUA shall continue to monitor water loss within the utility system, to identify strategies that minimize system loss and continue the preventive maintenance program for the distribution system.

3.12.7 Policy:
The City adopts by reference the current 2020 FPUA Ten-Year Water Supply Facilities Work Plan.

3.13.1 Policy:
The City shall coordinate with FPUA and SFWMD for the design, construction, operation and maintenance of new or expanded potable water facilities that will focus on the use of an alternative water source as defined in the Upper East Coast Water Supply Plan. These potential sources could include the Floridan aquifer, aquifer storage and recovery (ASR) wells,

desalinization, capture and storage of excess stormwater currently lost to tide, reuse and grey water where technically feasible and other technologies.

3.13.2 Policy:
The construction, operation and maintenance of new or expanded potable water facilities shall consider the short-term and long-term impacts to natural groundwater recharge areas, wetlands, surface and groundwater levels and the exacerbation of saltwater intrusion. The design shall also consider whether or not the construction, operation and maintenance will harm the aquifer system. Adverse impacts of construction, operation, and maintenance to the aquifer system shall be avoided or at least minimized.

3.14.3 Policy:
The City shall assist FPUA in identifying possible sources of financing for the water system improvements identified in the current and future Water and Sewer Master Plans.

3.14.4 Policy:
The City shall coordinate with FPUA in continuing the provision of potable water that meets the drinking water standards described in F.A.C 62-555 and the provision of an annual water quality report for FPUA customers as required by the EPA Safe Drinking Water Act.

3.15 Objective:
Continue to provide potable water use in the quantity and quality necessary to satisfy existing and projected growth in compliance with the latest standards acceptable to the City, the County, the State and the U. S. Environmental Protection Agency, and in accordance with the regulations implementing the "Safe Drinking Water Act" (1986).

3.15.2 Policy:
The City shall coordinate with the Fort Pierce Utilities Authority to establish potable water level of service standards for non-residential land uses, such as office, industrial and commercial.

3.16.1 Policy:
The City shall coordinate with the FPUA to address existing facility deficiencies and utilize the Capital Improvements Program and the Capital Improvements Element to provide for correction of the improvements Element to provide for correction of the existing water supply and replacement of facilities.

3.16.2 Policy:
The City shall implement the Ten-Year Water Supply Facilities Work Plan to ensure that water supply facilities necessary to serve existing and future development within the City are available and consistent with the FPUA consumptive use permit.

3.17 Objective:
Manage the natural ground water aquifer recharge conditions in a safe, effective and reliable manner as required by current design standards and codes.

3.17.1 Policy:
Improve groundwater recharge by requiring all construction projects to meet or exceed the City of Fort Pierce Site Development Technical Regulations and Stormwater Management Requirements, including:

- Requiring development and redevelopment to provide a minimum of 20% of pervious open and green space

- The City shall amend the Land Development Code to limit the stormwater runoff for new gravity connections to the volumetric equivalent of not more than 2.0 inches of depth over the area served for any 24-hour period from the ten-year frequency, 72-hour duration rainfall. The City shall amend the Land Development Code to limit the total pump capacity of new connections to surface waters (canals or bay) to not more than the volumetric equivalent of 2.0 inches of depth per day from the area to be served by the pump.

3.17.2 Policy:
The City will promote the use of reclaimed water through city-wide efforts to educate residents and business community on the merits of using reclaimed water to diminish groundwater withdrawals. The City shall coordinate with FPUA to assess the viability of providing reclaimed water to new developments and if feasible, will require new developments to utilize reclaimed water for irrigation once the MWRP is constructed and operating.

3.17.3 Policy:
The City shall continue to require that all development and redevelopment codes at a minimum comply with SFWMD environmental protection rules for stormwater disposal methods.

Conservation Element:
4.2.2 Policy:
The City shall ensure that existing and new development shall be serviced with an adequate supply of potable water at the adopted levels of service, that, at a minimum, meets the state water quality standards.

4.2.7 Policy:
The City shall monitor the activities of the Port Authority to ensure Best Management Practices (BMP) are implemented to avoid negative impacts to the lagoon and ocean water habitats.

4.5.1 Policy:
The City shall protect and conserve the natural functions of existing soils, fisheries, lakes and floodplains through the enforcement of existing local, and support of state and federal regulations designed to protect and conserve these functions.

4.5.2 Policy:
The City shall support the state and federal laws regarding the protection of endangered and threatened species and significant plant and animal habitat.

4.5.10 Policy:
The City shall work cooperatively with the U.S. Fish and Wildlife Service (FWS) and the Florida Fish and Wildlife Conservation Commission (FFWCC) to protect and promote the recovery of species designated by these agencies as threatened and endangered or of special concern. Related activities shall include:

A. Require notification to these agencies when development proposals are received for sites documented as having historic and/or current occurrences of listed species;
B. Technical assistance consultation with these agencies; or
C. Cooperation with these agencies in locating potential introduction sites for designated species.

4.6.6 Policy:
The City shall continue to implement the scheduled maintenance plan for the effective removal of invasive vegetation removal on City lands. This program shall include monitoring and plans for re-vegetation. The City shall coordinate these efforts with the City Urban Forester.

4.8.5 Policy:
This City shall support and coordinate with the ACOE, EPA, FWS, DEP, and FWCC and/or other agencies as appropriate to establish a list of priority wetland restoration sites. Priority wetland restoration sites shall include those disturbed wetlands having the greatest potential functional value after restoration.

Intergovernmental Coordination Element:
8.1 Objective:
The City shall maintain coordination with government agencies with planning and impact assessment duties that affect the City, as listed in Table 8A; with other units of local government that provide services but have no regulatory authority over the use of land; and with the comprehensive plans of adjacent municipalities, St. Lucie County, and adjacent counties.

8.1.5 Policy:
The City shall coordinate future annexations with St. Lucie County, the Town of St. Lucie Village, and the City of Port St. Lucie.

8.1.8 Policy:
The City shall continue participation in the St. Lucie County TPO technical advisory committee in order to improve coordination of transportation improvements with St. Lucie County, FDOT and USDOT.

8.1.9 Policy:
The City shall exchange information on all current development projects with St. Lucie County, the City of Port St. Lucie, and the Town of St. Lucie Village in order to anticipate impacts of development from other communities upon the City of Fort Pierce.

8.1.10 Policy
The City shall continue to coordinate with and participate in the proceedings of: the St. Lucie County TPO, the Treasure Coast Regional Planning Council (TCRPC), the South Florida Water Management District (SFWMD), adjacent service area jurisdictions, and other organizations to foster intergovernmental coordination, especially for planning and service delivery matters.

8.1.11 Policy:
The City will implement the FPUA Water Supply Facilities Work Plan that is coordinated with the SFWMD Upper East Coast Regional Water Supply Plan by updating the City work Plan within 18 months of an update to the regional water supply plan.

8.1.14 Policy:
The City shall pursue cooperative efforts with SFWMD, St. Lucie County and other local jurisdictions to provide cost-effective options to augment the current potable water system with alternative water sources.

8.1.16 Policy:
The City of Fort Pierce shall continue to coordinate with the TCRPC and FDOT to develop the potential rail passenger station within the City that will be capable of serving as a regional hub for the potential Amtrak/Sun Rail expansion.

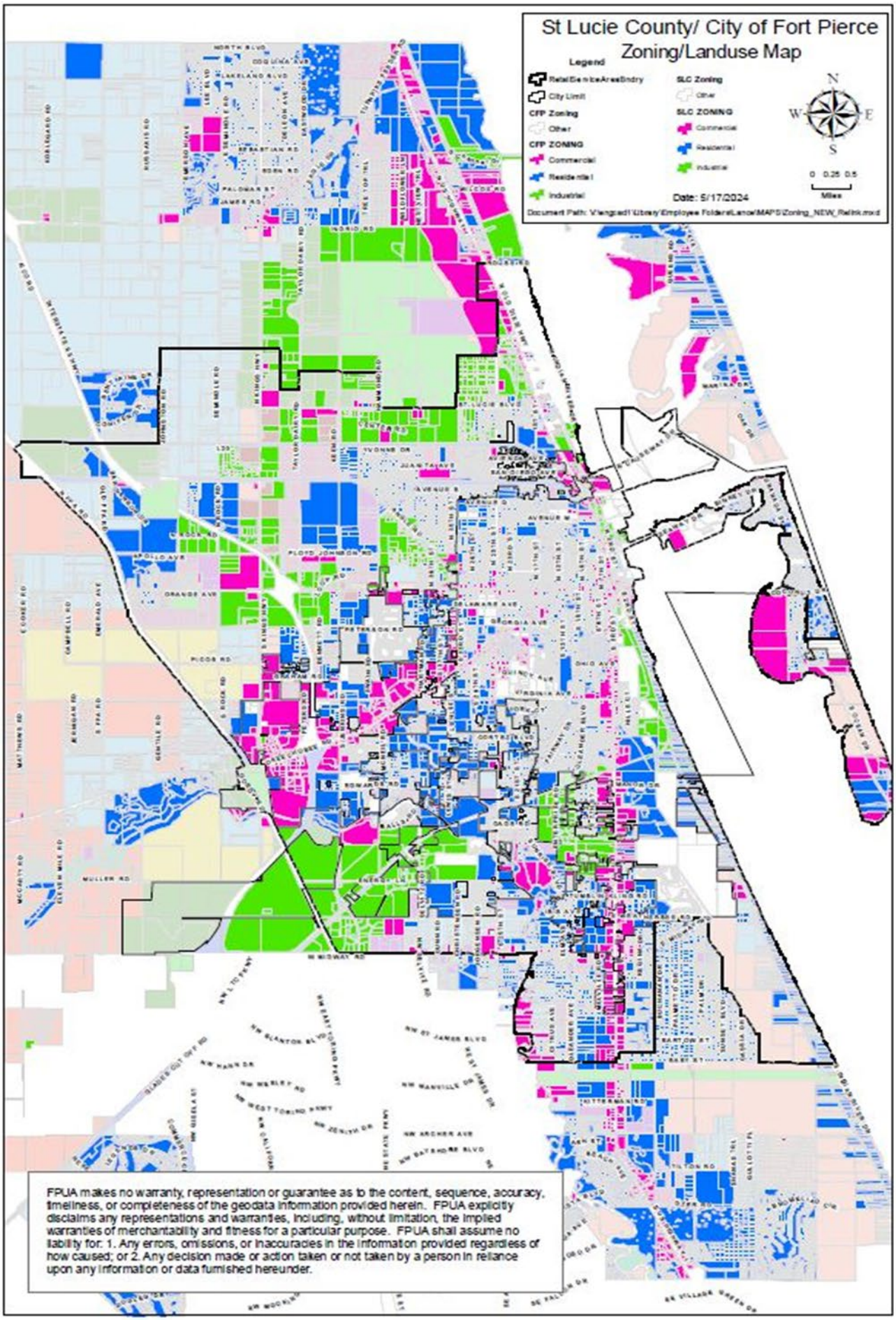
8.2 Objective:
Ensure that the impacts of development that are proposed in the City Comprehensive Plan, are addressed through coordination mechanisms with adjacent local governments, the TCRPC and the State.

8.3.3Policy:
When preparing the annual update to the Capital Improvement Element, the City shall consult with the South Florida Water Management District and the Fort Pierce Utility Authority to ensure coordination and consistency between the regional water supply plan, the FPUA Ten-Year Water Facilities Work Plan and the City Schedule of Capital Improvement.

8.4.1Policy:
The City of Fort Pierce shall coordinate with St. Lucie County, Florida Inland Navigational District, FDEP, and the U.S. Army Corps of Engineers to identify and regulate all existing and future spoil dredge sites within the City municipal boundary.

Appendix 1

Zoning Map


St Lucie County/ City of Fort Pierce
Zoning/Landuse Map
Legend
RetailServiceAreaBndry
City Limit
CFP Zoning
Other
CFP ZONING
Commercial
Residential
Industrial
SLC Zoning
Other
SLC ZONING
Commercial
Residential
Industrial
Date: 5/17/2024
Document Path: V:\engpad1\Library\Employee Folders\Lanow\MAPS\Zoning_NEW_Relnk.mxd
N
W
E
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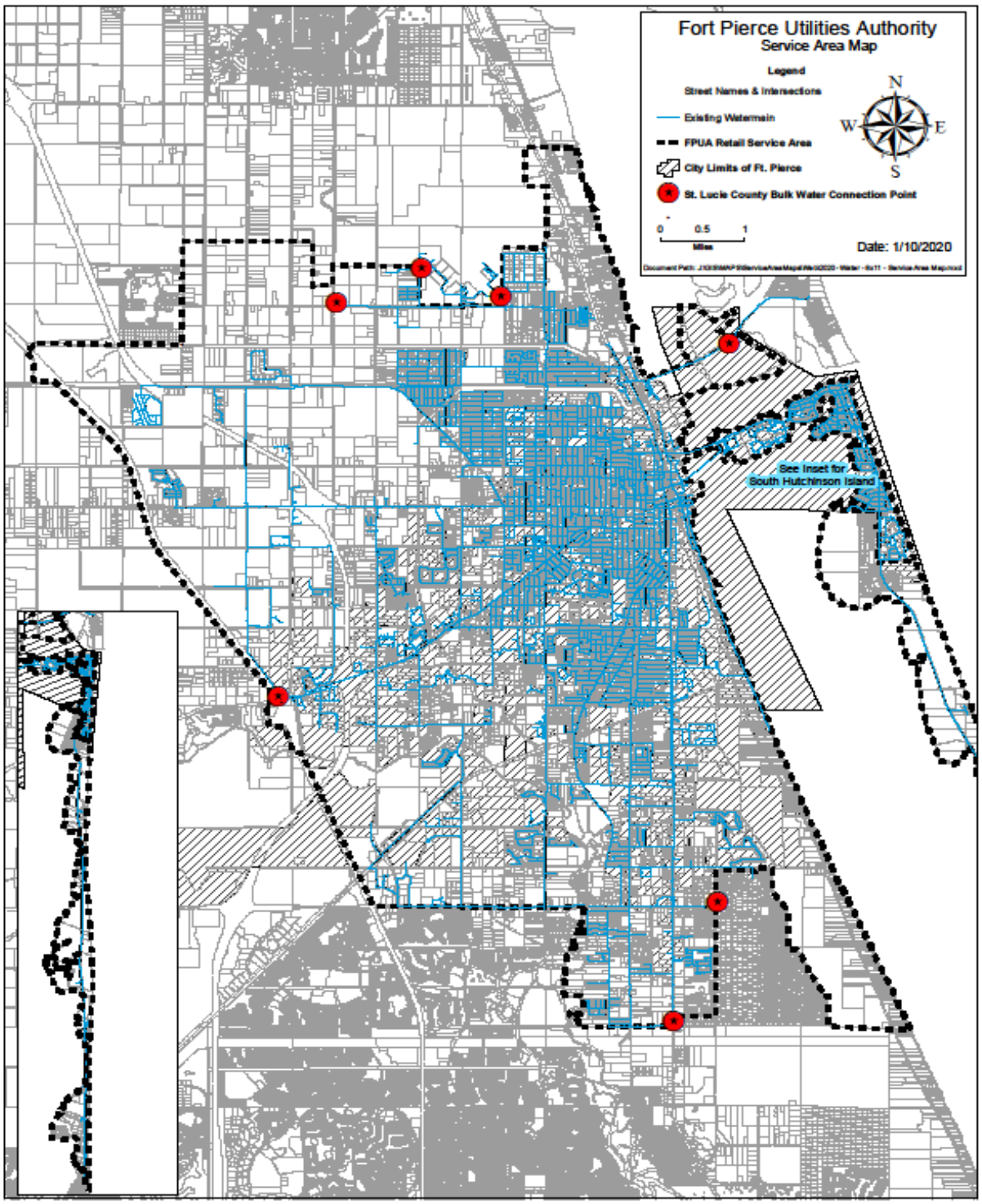
0 0.25 0.5
Miles
FPUA makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness, or completeness of the geodata information provided herein. FPUA explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. FPUA shall assume no liability for: 1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused; or 2. Any decision made or action taken or not taken by a person in reliance upon any information or data furnished hereunder.

Appendix 2

Service Area and Water System Map


Fort Pierce Utilities Authority
Service Area Map
Legend
Street Names & Intersections
Existing Watermain
FPUA Retail Service Area
City Limits of Ft. Pierce
St. Lucie County Bulk Water Connection Point
N
W
E
S
0
0.5
1
Miles
Date: 1/10/2020
See Inset for South Hutchinson Island

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: COMP PLAN TEXT AMENDMENT FPUA WATER SUPPLY PLAN - TRACK CHANGES

CAO RLS FILE: RLS 25-21

DATE: JANUARY 29, 2025

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance. The Ordinance has been uploaded in a Track Changes and Clean Copy version. Please review all changes to the Ordinance carefully. If you agree with the suggested changes, the Clean Copy 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

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.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: 25-015 Comp Plan Text Amendment FPUA 10-Year Water Supply Plan

NOTICES PROVIDED PURSUANT TO: City Code and State Statute 163.3184 and 166.041

NOTICE BY NEWSPAPER: February 2nd, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** February 4th, 2025

City Commission Regular Meeting **13. a.**

Meeting Date: 02/18/2025

Re:

SUBJECT:

Resolution 25-13 Appointing Betty Bradwell to the Housing Authority to fill the resident position and Appointing Brandon Nobile to fill the unexpired at-large position.

SUMMARY:

Tonya Hart's resident position on the Housing Authority expired on February 1, 2025. The mayor wishes to transfer Betty Bradwell to the vacant resident seat on the Board and to appoint Brandon Nobile to the unexpired term of Betty Bradwell's at-large seat.

RECOMMENDATION:

Adobt the Resolution.

ALTERNATIVES:

Seek applicants

RESPONSIBLE STAFF:

Tina Rel, Records Management Coordinator

COORDINATED WITH:

Linda Cox, Acting City Manager/City Clerk

Attachments

Resolution

Form Review

Form Started By: Tina Rel Started On: 02/10/2025 11:36 AM

Final Approval Date: 02/10/2025

RESOLUTION NO. 25-R13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S APPOINTMENTS AS **COMMISSIONERS OF THE HOUSING AUTHORITY** OF THE CITY OF FORT PIERCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS*,* pursuant to the provisions of Chapter 421.05, Florida Statute, the mayor, with the approval of the governing body, shall appoint members of the housing authority; and

WHEREAS, Tonya Hart's resident position appointment to the Housing Authority expired on February 1, 2025; and

WHEREAS, Mayor Hudson desires to transfer Betty Bradwell from her current at-large position to fill the resident position vacancy of Ms. Hart; and

WHEREAS, Mayor Hudson desires to appoint Brandon Nobile to serve the remainder of Betty Bradwell's at-large appointment; and

NOW THEREFORE, BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that Betty Bradwell be and is hereby appointed to the Housing Authority resident position; said term to commence immediately upon adoption, and to expire on February 18, 2029, or when a successor has been duly appointed; and Brandon Nobile be and is hereby appointed to fill the unexpired term of Betty Bradwell; said term to commence immediately upon adoption, and to expire on February 2, 2026, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the 18th day of February 2025.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 18th day of February 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
CITY ATTORNEY

City Commission Regular Meeting **13. b.**

Meeting Date: 02/18/2025

Re: Little Jim Lease Agreement Addendum

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Resolution 25-R14 approving the First Addendum to the Lease Agreement for the Little Jim Property to allow for month-to-month occupancy and operation by the Lessee upon expiration of the Lease Agreement.

SUMMARY:

The Lease Agreement for the Little Jim Property is set to expire February 28, 2025. The proposed Addendum will allow the Lessee to continue to occupy the property on a month-to-month basis. The City has agreed to provide the Lessee 90 days' notice for termination of the month-to-month status instead of the legally required 30 days' notice. The Addendum also includes language to disallow the Lessee to make any changes to the property whatsoever and allow for termination if changes to the property are made by the Lessee.

RECOMMENDATION:

Will proceed as directed.

ALTERNATIVES:

Will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney
Linda Cox, Acting City Manager

COORDINATED WITH:

Peter Sweeney, Attorney for Lessee

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

NA

Attachments

Resolution
Little Jim First Addendum - Draft Unsigned
Little Jim First Addendum Exhibits A - C
Memo from Acting City Manager re: Revenue and Expense Overview

---

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	02/06/2025 05:18 PM

Form Started By: Michelle McClendon
Started On: 02/04/2025 11:47 AM
Final Approval Date: 02/06/2025

RESOLUTION NO. 25-R14

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE **FIRST ADDENDUM TO LEASE AGREEMENT FOR LITTLE JIM PROPERTY, 600 N CAUSEWAY, FORT PIERCE, FL;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 2-425, Fort Pierce Code of Ordinances, the City intends to issue an RFP for the lease and operation of the business and property known as Little Jim Bait and Tackle; and

WHEREAS, the existing Lease Agreement, Lease Extension, and Lease Assignment for the Little Jim property, attached hereto as Exhibit A, shall be collectively referred to as the "Extended Assigned Lease"; and

WHEREAS, the Extended Assigned Lease will expire on February 28, 2025;

WHEREAS, the RFP process will not be complete prior to the expiration of the existing Extended Assigned Lease; and

WHEREAS, it is the desire of the City that the existing tenant be permitted to continue to operate the business until the RFP process is complete and a contract with the successful proposer is negotiated and approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

1. The City Commission does hereby authorize a First Addendum to Lease Agreement for the Little Jim Property, providing for the month-to-month continued occupancy of the property located at 600 N Causeway, Fort Pierce FL; providing for a ninety (90) day termination notice and prohibiting any and all alteration to the property; and

2. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the execution of the First Addendum to Lease Agreement.

3. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

4. All resolutions or parts of resolution in conflict herewith are hereby repealed.

5. This Resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 6th day of January 2025.

_____
Linda Hudson, Mayor

ATTEST:

Linda W. Cox, City Clerk

(CITY SEAL)

Approved as to Form
And Correctness

Sara K. Hedges
City Attorney

EXHIBIT A

FIRST ADDENDUM TO LEASE AGREEMENT FOR LITTLE JIM PROPERTY

FIRST ADDENDUM TO
LEASE AGREEMENT FOR LITTLE JIM PROPERTY

THIS FIRST ADDENDUM to the Lease Agreement for Little Jim Property is made this ___ day of _____, 2025 ("Effective Date"), between the CITY OF FORT PIERCE ("Landlord"), a Florida municipal corporation, whose address is 100 North U.S. 1, Fort Pierce, Florida 34950 and SALTY3 BAITSHACK, LLC, a Florida _____, (hereafter "Tenant"), whose business address is 4 Avenue A, Fort Pierce, FL 34950, collectively hereafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the City entered into a Lease Agreement for Little Jim Property ("Lease Agreement") with Little Jim Bait & Tackle, Inc. effective March 1, 2010, attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Lease Agreement was subsequently extended for a ten (10) year term through a Lease Extension ("Lease Extension") that also amended certain terms in the Lease Agreement, attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the Lease Agreement and Lease Extension were subsequently assigned to the current Tenant on February 28, 2019 through an Assignment of Lease Agreement ("Assignment"), attached hereto as Exhibit "C" an incorporated herein by reference; and

WHEREAS, the Lease Agreement, Lease Extension, and Assignment shall hereafter be collectively referred to as the "Extended Assigned Lease"; and

WHEREAS, the Extended Assigned Lease will expire on February 28, 2025; and

WHEREAS, upon the expiration of the Extended Assigned Lease, the Landlord and Tenant desire to continue the Tenant's occupancy and operation of the Demised Premises based upon mutually agreeable terms.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.
2. **MONTH-TO-MONTH.** Upon the expiration of the Extended Assigned Lease, the Tenant may continue to occupy and operate the Demised Premises on a month-to-month basis, under a month-to-month tenancy, following all terms and conditions of the Extended Assigned Lease and this Addendum.
3. **TERMINATION NOTICE.** Landlord shall provide ninety (90) days' notice to Tenant to terminate the month-to-month tenancy. Upon the expiration of the ninety (90) days' notice, Tenant shall vacate the Demised Premises following all requirements within the Extended Assigned Lease for expiration and/or termination.
4. **ALTERATIONS.** Notwithstanding anything in the Extended Assigned Lease to the contrary, specifically to include Paragraph 10 – Alterations of the Lease Agreement, pursuant to this Addendum, Tenant shall make no alterations, additions, or improvements to the Demised Premises or any structures or land thereto. Tenant shall not place any additional movable trade fixtures, to include but not limited to structures, buildings, chairs, tables, appliances, shipping containers, portable structures or buildings, or signage, on the Demised Premises. Tenant shall not paint or make any changes whatsoever to the Demised Premises or structures or land thereto.

Photographs of the Demised Premises taken on ____, are attached hereto as Exhibit "D". The Parties agree the photographs in Exhibit "D" shall serve as the current state of the Demised Premises and be utilized in determining whether any additions or alterations whatsoever are been made to the Demised Premises, any structures or land thereto, any movable trade fixtures, or any other additions alterations. Should any ambiguity or question of controlling language in any documents arise, it is the express intent of the Parties that the terms of this paragraph contained in this Addendum shall control.

5. **DEFAULT AND REMEDIES.** Notwithstanding anything in the Extended Assigned Lease to the contrary, specifically to include Paragraph 17 – Defaults and Remedies and Paragraph 18 – Remedies Upon Default of the Lease Agreement, upon any material default or breach of the Extended Assigned Lease or this Addendum, Tenant shall have no opportunity to cure and shall vacate the Demised Premises within thirty (30) days of Notice of default or breach being delivered. Should any ambiguity or question of controlling language in any documents arise, it is the express intent of the Parties that the terms of this paragraph contained in this Addendum shall control.

6. **NOTICES.** The addresses required for proper Notice for both Parties are hereby updated as follows:

AS TO TENANT:
Salty3 Baitshack, LLC
4 Avenue A
Fort Pierce, FL 34950
c/o Donna Qvarnstrom, Manager

With a copy to:
XXX
XXX
XXX

AS TO CITY:
City Manager
100 N. US Highway 1
Fort Pierce, FL 34950

With a copy to:
City Attorney
100 N. US Highway 1
Fort Pierce, FL 34950

7. **NO FURTHER AMENDMENTS.** Except as specifically modified and amended herein, the Extended Assigned Lease shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this First Addendum as of the day and year first above written.

LANDLORD:

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

(SEAL)

APPROVED AS TO
FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

TENANT:

SALTY3 BAITSHACK, LLC

By: _____
Donna Qvarnstrom, Manager

Date: _____

WITNESS 1:

By: _____

Name: _____

Address:_____

Date: _____

WITNESS 2:

By: _____

Name: _____

Address: _____

Date: _____

LEASE AGREEMENT FOR LITTLE JIM PROPERTY

THIS LEASE AGREEMENT is entered into this 25TH day of MAY, 2010, having an effective date of March 1, 2010, by and between the **CITY OF FORT PIERCE,** a municipal corporation within the territorial limits of St. Lucie County, Florida (hereinafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **LITTLE JIM BAIT & TACKLE, INC.,** a Florida corporation (hereinafter "TENANT"), whose business address is 601 North Causeway Drive, Fort Pierce, Florida 34949.

WITNESSETH:

WHEREAS, the Landlord is the owner of land, building and certain improvements located on a barrier island on the southeast side along the waterway, generally known as Little Jim's located at 601 North Causeway Drive, Fort Pierce, Florida 34949 (the "Demised Premises") which is more fully depicted and described on Exhibits "A-1" and "A-2" attached hereto; and

WHEREAS, the TENANT has been selected by the City Commission of City of Fort Pierce through a competitive selection process as the operator and lessee of the Demised Premises; and

WHEREAS, the TENANT has agreed to operate and improve the Demised Premises in accordance with this Lease; and

WHEREAS, the Lease of the Demised Premises to TENANT by Landlord shall be subject to all existing zoning and building restrictions and regulations and any provisions and clauses set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Lease shall be five (5) years commencing March 1, 2010, to and including February 28, 2015 to be followed by a conditional option to renew for a ten 10 year term, provided the TENANT shall at all times remain in full compliance with all terms and conditions of this Lease and that TENANT shall have completed all required improvements. In the event TENANT shall complete the

EXHIBIT "A"

Improvements in Schedule "A" within the first three (3) years of the original term, TENANT shall be entitled to the optional ten (10) year renewal term.

TENANT shall furnish LANDLORD with a minimum of six (6) months written notice of its intention to exercise this option prior to the expiration of the initial term. Acceptance of such option by LANDLORD shall be conditioned upon compliance as provided herein.

2. **DEMISED PREMISES.** The Demised Premises consists of an approximate eight hundred eighty (880) square foot, more or less building formerly known as LITTLE JIM FISH CAMP, together with ground level deck, and 200 linear feet of dock walkway providing approximately 470 linear feet of dockage, located at the southeast side of the DOT bridge on Alt. A1A known as Little Jim Bridge as depicted on Exhibits "A-1" and "A-2, attached hereto and incorporated herein by reference.

3. **LEASE PAYMENTS.** TENANT in consideration of this Lease, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34954, or such other place as LANDLORD may from time to time designate in writing, rent in the amounts and manner set forth herein:

(a) from the commencement hereof through March 31, 2011 the sum of $1,600 due upon the 1ST day of each month;

(b) commencing April 1, 2011 ,through March 31, 2012 $1,800 per month due upon the 1ST day of each month.

(c) commencing April 1, 2012 through March 31, 2015 the sum of $2,000 per month due upon the 1ST day of each month.

(d) During the optional renewal period and commencing the first day of the first year of the optional renewal lease term, rent shall be readjusted, modifying the current term rent for the year by an amount equal to (100%) of the Annual "Unadjusted Percent Change" in the Consumer Price Index (CPI), for "United States City Average" for the previous year as published by the Bureau of Labor Statistics, for the month in which the first year of the optional lease term begins. For each change of one (1) index point in the CPI, rent shall be adjusted by a factor of 1.0%.

Any adjustments shall take effect at the end of the twelfth month of the year preceding the first day of the first month of the new lease year and will be further adjusted each twelve (12) months thereafter. Said adjustment will be based on the most recent CPI indices available immediately prior to the adjustment date.

LANDLORD shall notify TENANT of the adjusted rent due based on the preceding method of adjustment, and TENANT shall promptly pay the same. If LANDLORD shall notify TENANT of such adjusted rent subsequent to the payment of any rent for such lease year, upon the first day of the month immediately following the receipt of such notice, TENANT shall pay the amount due for the months during such lease year as to which rent without such adjustment had previously been paid. Such adjusted rent shall not, under any circumstances, result in a reduction of the previous year's rent.

The covenant of TENANT to pay rent is separate and distinct from other covenants and TENANT shall have no right of set-off or reduction in the payment of rent for any reason. Payments required hereunder shall be in United States currency or its equivalent.

4 **TAX.** In addition to rent specified herein, and other sums of money provided in and by this Lease to be paid by TENANT, TENANT shall pay in advance the full amount of all property, sales, use, excise and rental taxes levied, assessed by or payable to any governmental agency, body or taxing authority for or on account of this Lease.

TENANT shall also be responsible for and pay any ad valorem and non ad valorem taxes which are assessed upon the property leased by TENANT, assessed by the taxing authority during TENANT's usage and lease of the property.

TENANT shall pay prior to delinquency all taxes assessed and levied upon the trade fixtures, furnishings, equipment, inventory and all other personal property of TENANT contained in the leased premises or elsewhere.

5 **LATE CHARGES.** In the event any base rent payment due hereunder shall not be paid within ten (10) days after the due date, TENANT shall pay LANDLORD a late charge of five (5%) percent of such late payment.

6. **HOURS OF OPERATION.** At all times during this Lease, TENANT shall be required to operate a fish camp with related facilities and amenities including bait and tackle shop, dockage, basic boat supplies, snacks, food & beverages, including patio,

casual dining, with minimum hours of operation to vary by season, holidays and related factors seven days per week. TENANT agrees to operate no less than 8 hours per day, weather permitting. TENANT further agrees that it will offer breakfast and casual lunch and dinner during selected months. TENANT shall have the right to determine its business hours within the above perimeters and as provided herein.

TENANT further acknowledges the need for the continuous and regular operation, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease.

7. INSURANCE. TENANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

As evidence of compliance with the insurance required herein, TENANT shall furnish CITY with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and CITY' s members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies); or

(c) other evidence satisfactory to CITY.

All policies should be endorsed to provide thirty (30) days written notice of cancellation to CITY for all coverages. Until such insurance is no longer required by this Contract, TENANT shall provide CITY with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by CITY, TENANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 500,000	Each Accident
	$ 500,000	Disease - Policy Limit
	$ 500,000	Disease - Each Employee

The Workers' Compensation 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 the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 500,000	Marina Operators Legal Liability
$ 500,000	Protection and Indemnity
$ 500,000	General Aggregate
$ 500,000	Products/Completed Operations Aggregate
$ 500,000	Personal and Advertising Injury
$ 500,000	Each Occurrence

Liquor Liability Coverage

Such insurance shall cover liability of TENANT arising out of the sale of alcoholic beverages on the Demised Premises and in the course of their business. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 500,000 General Aggregate
$ 500,000 Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 500,000 Each Occurrence - Bodily Injury and Property Damage Combined

Pollution Legal Liability Insurance

If TENANT engages in fueling operations, TENANT shall procure and maintain insurance applicable to TENANT's liability resulting from pollution or other environmental impairment arising out of, or in connection with such fueling operations including the use of any storage tanks. Such coverage shall include coverage for clean-up of pollution conditions and 3rd party bodily injury and property damage claims arising from pollution conditions.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 500,000 per claim
$ 500,000 aggregate

The CITY and the CITY's officials, officers, agents and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the pollution

liability policy shall be $25,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of TENANT and TENANT shall pay on behalf of the CITY or CITY's 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.

Property Insurance

The CITY shall have no responsibility to maintain property insurance on any of TENANT's property. It shall be the sole responsibility of TENANT to maintain property insurance coverage on the building and improvements on the Demised Premises and all contents of such buildings. If TENANT elects to maintain such coverage on TENANT's buildings and contents, such coverage shall be paid for by TENANT. LANDLORD consents to TENANT obtaining such coverage.

In the event TENANT obtains property insurance coverage on the building and improvements, LANDLORD shall be named as an additional insured; provided, however, that should the Demised Premises be damaged by fire or other insured casualty, and the improvements on the Demised Premises are capable of being repaired or rebuilt, all insurance proceeds shall be utilized for the costs to repair and rebuild. In the event the buildings and improvements cannot be repaired or rebuilt, or in the event the costs thereof exceed the available insurance proceeds, all insurance proceeds from losses of any structures shall be paid as follows: (a) to TENANT if during the first four (4) years of this Lease; (b) to LANDLORD during the last year of the initial term,;; (c) to TENANT during the first five (5) years of the subsequent or renewal term; (d) seventy five percent (75%) to TENANT and twenty five percent (25%) to LANDLORD during years six (6) through eight (8) of the subsequent or renewal term; and (e) one-half (1/2) to TENANT and one-half (1/2) to LANDLORD during years nine (9) and ten (10) of the subsequent or renewal term.

General Conditions

The insurance provided by TENANT shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the CITY, or its officials, officers and employees.

Except as provided herein or where prior written approval has been obtained from

CITY hereunder, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, TENANT shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of CITY, or its officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of TENANT. Any remedy provided to the CITY by the insurance provided by the TENANT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of TENANT) available to the CITY under this Agreement or otherwise.

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

8. **USE OF PREMISES.** TENANT will use and occupy the premises solely as a dockage facility with attendant amenities, including bait and tackle shop, snack bar, casual restaurant in a rustic old Florida style.

a) TENANT may seek to obtain subject to applicable regulations, licensure for retail sales of beer and wine for on-premises and off-premises consumption. TENANT represents it currently has beer and wine license including off-premises consumption. LANDLORD acknowledges TENANT may seek to obtain a license to serve a full-line of alcoholic beverages for on-premises consumption. TENANT shall provide copies of all liquor license records to LANDLORD upon request.

b) TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of any nearby residents and agrees to conduct its business in compliance with all applicable laws.

c) TENANT further agrees to:

1) keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other

obligations imposed by applicable provisions of building, housing, health, and environmental codes by any State or Federal law, regulation, or agency; and

2) to make no alterations or additions to the Demised Premises except as set forth herein, without the prior written consent of LANDLORD, and

3) to forbid overnight stays, including live-aboard persons on any docked or moored vessel; and

4) to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair, to use and operate in a reasonable manner all electrical, plumbing and other facilities; not to destroy, deface, damage, impair or remove any part of the Demised Premises or property therein belonging to LANDLORD; and

5) to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not constitute a breach of the peace; and

6) to surrender the Demised Premises at the termination of this Lease in as good state and condition reasonable use and wear permitted.

d) TENANT shall have the right, subject to approval of LANDLORD to adopt reasonable rules and regulations applicable patrons, customers and members of the public in utilization of the Demised Premises which may include one or more of the following or similar rules:

(1) Limitation of patrons, customers and members of the public, bringing food and beverages from off site for consumption on Demised Premises, that have not been purchased or acquired from TENANT, including unlicensed alcoholic beverages provided that no limitation shall prevent patrons, customers, or members of the public from consuming such food or beverages on their private vessels or watercraft or the immediate vicinity thereof.

(2) Reserving the right to refuse access to the Demised Premises to any person whose actions, threats, possession of any weapons or obvious impairment poses a threat to persons or property.

(3) Usage of Dockage Agreement approved by Landlord.

(4) Service of any food or beverages including alcoholic beverages consistent with State of Florida requirements for protection of TENANT's liquor license.

(5) Hours of operation, as approved by LANDLORD, including usage of dockage, docks and piers.

9. MAINTENANCE AND REPAIR. TENANT shall at all times maintain its facility(s), and all appurtenances thereof in a condition and appearance in keeping with the intent of the parties, in compliance with all local, state and federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement, if necessary) docks, piers, walkways, exterior and interior walls, roof, exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, interior electrical equipment serving the Demised Premises, floors and ceilings, and all other parts of the Demised Premises. LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the Demised Premises.

It is anticipated that TENANT will need to install certain improvements and equipment at the Demised Premises which may include a second story, tiki, decking, kitchen equipment, electrical and plumbing fixtures which will become a part of the Demised Premises. See Schedule "A" attached.

If any repairs required to be made by TENANT hereunder are not commenced and proceeded with due diligence within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss of damage which may result to its stock or business by reason of such

repairs, and TENANT shall pay to LANDLORD immediately upon demand as additional rent hereunder, the costs of such repairs plus ten (10%) of the amount thereof (for LANDLORD' s service and overhead costs). At all times during the term of this Lease, TENANT shall maintain the Demised Premises and operate its facility(s) and business in a tasteful manner in accordance with the intent of the parties so as to enhance the image and appearance of the facility.

10. **ALTERATIONS.** Except as provided herein, TENANT shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT. LANDLORD shall at all times retain sole control of the exterior appearance of the building and the Demised Premises, including but not limited to approval over exterior colors and color scheme for the building and all of its fixtures and appurtenances, to further include all signage.

TENANT undertakes and covenants to perform certain alterations, upgrades, improvements and additions to the Demised Premises during the term hereof which are set forth and outlined on Schedule–"A" attached hereto. TENANT shall commence the improvements listed on Schedule "A" in no particular sequence within 90 days of the date hereof and shall complete all improvements listed on Schedule "A" within the initial term hereof.

11. **UTILITIES.** TENANT shall contract, in its own name and shall pay the

charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities.

12. **TITLE TO IMPROVEMENTS.** Title to any building, structure or other improvements (other than movable trade fixtures) that shall be constructed, installed or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal of extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus or equipment related to the Improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

13. **DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any casualty and; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD and TENANT may elect either to terminate the lease or to proceed to rebuild and repair the Demised Premises. Should LANDLORD elect to terminate the lease, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty.

In such event, TENANT shall have ninety (90) days to present a plan to rebuild the Demised Premises and provide evidence of sufficient funding, including insurance proceeds.

14. **LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's use and occupancy of the leased premises, or due to the negligent, reckless, or intentionally wrongful acts of Tenant or because of fire, flood, wind storm, acts of God, or for any other reason, including the negligent, reckless, or intentionally wrongful acts of third persons on the premises, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligent acts or omissions. TENANT hereby agrees to defend indemnify and save harmless LANDLORD, its officers, employees,

representatives and agents from and against any and all loss, damage, claim, demand, liability, cost or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or in the Demised Premises as a result of TENANT's occupancy including, but not limited to, LANDLORD's attorney's fees and costs, both at trial and appellate levels; provided TENANT shall have the right to designate and employ all counsel, including joint counsel for both LANDLORD and TENANT thereby accepting any tender of defense. This provision shall be deemed satisfied if any insurance provides a defense and is an additional named insured. If there is no insurance coverage TENANT shall provide a defense at its costs, with counsel that is reasonably acceptable to LANDLORD.

15. **EMINENT DOMAIN.** If the Demised Premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation award therefore, both leasehold and reversion shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings, such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the Demised Premises.

If the entire Demised Premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public sale. If a portion of the Demised Premises should be taken, condemned or transferred as aforesaid, LANDLORD may elect to terminate the Lease, or at its own expense, to repair and restore the portion not affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

16. **ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into

the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law, assign, sell, mortgage, pledge, or in any manner transfer the lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD, which consent LANDLORD may not unreasonably withhold. For purposes of this provision, the sale, transfer, or assignment by any shareholder of TENANT of its shares, or the sale of shares by TENANT to any individual, firm, or entity which results in the transfer of more than forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less than a majority of the control of the corporation, shall also be considered a transfer of this Lease which shall require LANDLORD's prior written consent. Although TENANT may have the right to mortgage its interest in this Lease, all rights acquired under the leasehold mortgage shall be subject to all of the terms of this Lease. There shall be no subordination of this Lease and the LANDLORD shall otherwise be protected in any financing arrangement. TENANT agrees that any leasehold mortgage it may execute in obtaining financing for the construction and development of the proposed facilities shall contain language incorporating the foregoing provision. Consent by LANDLORD to one or more assignments or subletting shall not operate as a waiver of LANDLORD's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, TENANT and any guarantor of TENANT's obligations under the Lease shall at all times remain fully responsible and liable for compliance with all of the obligations of TENANT, including the payment of rent.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building(s) and structures comprising the Demised Premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations. Such transfer and assignment, however, shall not affect the validity of this Lease, and TENANT shall continue in possession of the premises subject to all terms and conditions provided in the Lease.

17. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

a. The vacating or abandonment of the Demised Premises by

TENANT, with intent to so abandon and not the result of a casualty.

b. The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT.

c. The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs a and b above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed in default if TENANT commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

d. If TENANT or any guarantor should commence, in any court pursuant to any statute either of the United States or of any state, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT or any said guarantor and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment of both benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's or any said guarantor's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

e. The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT, or any guarantor of TENANT's obligations, and any of them, is materially false.

18. **REMEDIES UPON DEFAULT.** In the event of any default or

breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof, subject to LANDLORD's obligation to mitigate damages.

(b) Terminate TENANT's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event TENANT shall immediately surrender possession of the Demised Premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. In the event of a proceeding involving TENANT under the Bankruptcy Code, 11 U.S.C. §101 et seq., if the Lease is assumed by TENANT's trustee in bankruptcy (after he has cured all existing defaults, compensated LANDLORD for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to LANDLORD an agreement in recordable form whereby such party assumes and agrees with LANDLORD to discharge all obligations of TENANT under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by TENANT and any guarantor hereof as of the time of execution of the Lease, and (3) grants to LANDLORD, to secure the performance of such party's obligations under the lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Demised Premises, and in connection thereof, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be prepared by

LANDLORD) as are necessary to perfect such lien.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by LANDLORD applicable to the unexpired term of the Lease, if applicable, and all reasonable expenses incurred by LANDLORD, including attorney's fees.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by LANDLORD at any time when TENANT is in default under any covenant or condition hereof by construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself of

such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than fifteen (15) days after written notice by TENANT to LANDLORD, specifying wherein LANDLORD has failed to perform such obligations provided, however, that if the nature of LANDLORD's obligation is such that more than fifteen (15) days are required for performance, LANDLORD shall not be in default if LANDLORD commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to five (5%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of costs LANDLORD will incur by reason of the late payment of TENANT.

19. **LANDLORD SECURITY.** To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to the TENANT by reason of destruction of or damage to any such property. Such property shall not

be removed therefrom without written consent of LANDLORD until all arrearages in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code Financing Statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

20. **SUBORDINATION AND ATTORNMENT.** The Lease, at LANDLORD's option, shall be subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgagee or ground lease, and should give written notice thereof to TENANT, the Lease shall be deemed prior to such mortgage or ground lease, whether the lease is dated prior or subsequent to the date of said mortgage or ground lease.

TENANT agrees to execute any documents required to effectuate such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LANDLORD as TENANT's attorney in fact and in TENANT's name, place and stead, to do so.

Upon request of LANDLORD, TENANT shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LANDLORD covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as LANDLORD under the Lease.

21. **TENANT ESTOPPEL CERTIFICATE.** TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

If LANDLORD desires to finance, refinance, or sell the Demised Premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

22. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attention: City Manager, P.O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P.O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: LITTLE JIM'S BAIT & TACKLE, INC., Richard A. King, 6502 Santa Clara Boulevard, Fort Pierce, Florida 34951, with a copy to ROBERT J. GORMAN, ESQ., 1209 Delaware Avenue, Ft. Pierce, FL 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

23. **ACCESS TO PROPERTY.** During the term of this Lease, and any

renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the leased property and licensed area at all reasonable times deemed necessary for the purpose of this Lease, including inspection of all work being performed in connection with the construction of improvements thereon, the management and operation of the facilities and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

24. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease:

a. TENANT shall not record the Lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

b. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

c. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

d. Time is of the essence.

e. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

f. Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

g. Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the Demised Premises, for the entire Lease term, subject to all the provisions of the Lease.

h. Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

i. Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

j. The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

k. The Effective Date of the Lease shall be March 1, 2010.

l. All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any sum of money or do any act which requires the payment of money, by reason of the failure neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable to TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

m. Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date.

n. Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its

shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the premises for the satisfaction of each and every remedy of TENANT in the event of any breach by LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

25. **JOINT VENTURE.** It is specifically understood and agreed that nothing in this Lease shall be construed as creating a joint venture, partnership or other relationship between the parties to the agreement other than LANDLORD and TENANT.

26. **ATTORNEY'S FEES AND COSTS.** The prevailing party shall be entitled to an award of all costs, charges, and expenses, including the fees of counsel, agents and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

27. **PAYMENT.** No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

28. **RADON GAS.** Pursuant to Fla. Stat. §404.046(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

29. **INSPECTION.** LANDLORD or its agents shall have the right to enter the

any other purpose not inconsistent with the terms and provisions of this Lease.

30. **PARTIAL INVALIDITY.** In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

31. **TIME.** Time is of the essence of this Lease and every term and provision of this Lease.

32. **LEASE NOT RECORDABLE.** Neither this Lease nor any notice of memorandum thereof, except such instrument as maybe required by LANDLORD from TENANT shall be recorded in any public records.

33. **ENTIRE AGREEMENT.** This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased premises and it may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this LEASE. No surrender of the leased premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing. This agreement shall be interpreted and enforced under the laws of the State of Florida. It is agreed and understood that this agreement has been negotiated and drafted jointly and is not to be construed against any party.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESS AS TO LANDLORD
ATTEST:

Cassandra Steele, City Clerk

LANDLORD
CITY OF FORT PIERCE
By:

Robert J. Benton, III, Mayor

Date: May 25 2010

APPROVE AS TO FORM
AND CORRECTNESS

By:
Robert V. Schwerer, Esq.
City Attorney

City Attorney

WITNESSES AS TO TENANT

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

TENANT:
LITTLE JIM BAIT & TACKLE, INC.

By: Richard A. King
Richard A. King, President

Date: 5-3-10

WITNESSES AS TO GUARANTOR:

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

GUARANTOR:

RICHARD A. KING and RITA KING

Richard A. King

Rita K King
Rita A. King

GUARANTEE

THE UNDERSIGNED, as Guarantor, guarantees all of the obligations of the TENANT under that certain Lease dated the day of March, 2010, between **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, as LANDLORD, and, **LITTLE JIM BAIT AND TACKLE, INC.**, a Florida Corporation, as TENANT, for the Demised Premises identified therein and located at 601 North Causeway Drive, Fort Pierce, FL 34949, adjacent to the City Marina of the City of Fort Pierce, Florida.

The undersigned, jointly and severally, further confirm and acknowledge the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the TENANT in respect of the Lease or the undersigned in respect of this Guarantee.

2. The undersigned has a monetary interest (direct or indirect) in TENANT, and/or in the conduct of the business to the Demised Premises.

3. The undersigned has executed this Guarantee to induce LANDLORD to lease the Demised Premises to TENANT.

4. With regard to obligations of TENANT to pay money, this Guarantee imposes on the undersigned a guarantee of payment and not of collection.

5. LANDLORD has the right to take action against one or more of the undersigned guarantors, if more than one, without affecting the obligations of any other of the undersigned guarantors not being proceeded against.

WITNESS our hands and seals this day of March, 2010.

WITNESSES:

Timothy M McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

GUARANTOR:
RICHARD A. KING and RITA KING

Richard A. King

5-3-10
Rita King
Date: Rita King

EXHIBIT "A-1"

The Demised Premises is legally described as:

35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N 58 DEG 59 MIN 38 SEC E 166.32 FT, THS 75 DEG 40 MIN 00 SEC E 200 FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT MIL, TH N 35 DEG 54 MIN 18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58 FT TO POB

as generally depicted on the aerial, Exhibit "A-2"

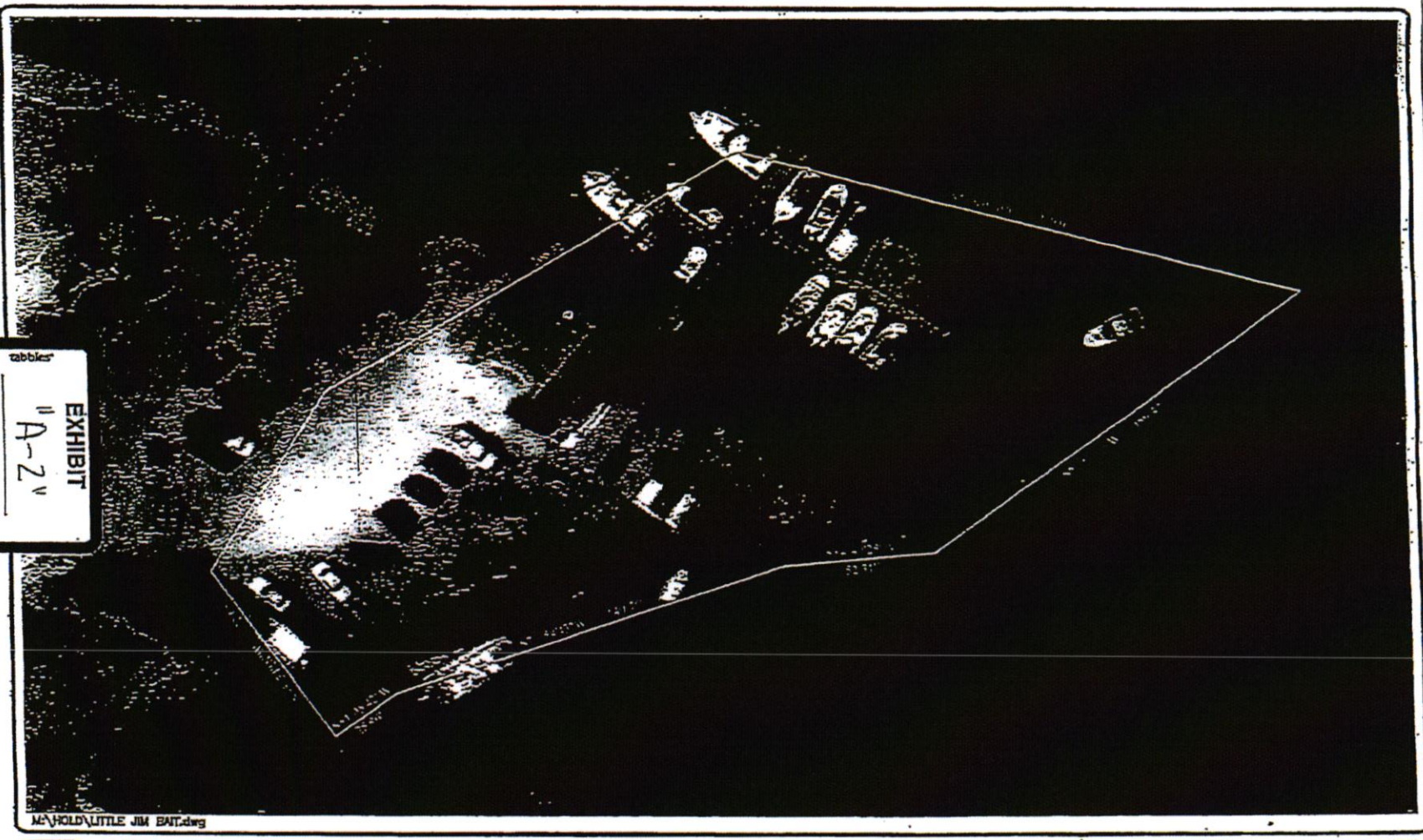
SCHEDULE "A"

TENANT agrees to remove existing concrete boat ramp, which is in disrepair, and improve access area to same with additional parking subject to the City's Land Development Regulations.

TENANT agrees to remove all sunken vessels from the leased portion of the demised property and construct additional pitched-roof decking with outdoor seating to the southwest subject to the City's Land Development Regulations.

TENANT agrees to install new fuel pumping and storage facilities with at least gasoline stations subject to all Federal, State and Local codes and regulations.

TENANT agrees to construct at least five (5) additional boat slips on the leased portion of the demised property subject to all Federal, State and Local codes and regulations.



M:\HOLD\LITTLE JIM BAIT.dwg

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING

A PARCEL OF LAND TO BE LEASED
TO LITTLE JIM BAIT & TACKLE SHOP

DATE: 6-9-00
SCALE: 1" = 20'
DRWN: 1

No.	DATE	BY	REVISIONS

SHEET 1 OF 1

EXHIBIT "A-2"

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this ___ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, (**"LANDLORD"**), and **LITTLE JIM BAIT AND TACKLE, INC.** a Florida corporation organized under the laws of Florida with its principal address at601 North Causeway Drive, Fort Pierce, Florida, (**"TENANT"**).

WHEREAS, the Landlord and Tenant entered into a five (5) year Lease Agreement for the parcel generally referred to as "Little Jim Fish Camp", Fort Pierce, Florida, attached hereto as Exhibit "A", commencing on March 1, 2010; and

WHEREAS, TENANT and LANDLORD have mutually agreed to a ten (10) year lease extension as provided under said Lease.

NOW, THEREFORE, in consideration of the covenants herein contained, and the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

1) The Lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015.

2) Portions of Section 7 Insurance of the Lease are updated and modified as follows:

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those endorsements which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$500,000	Each Accident
	$500,000	Disease – Policy Limit
	$500,000	Disease – Each Employee

The Workers' Compensation 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 the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the

EXHIBIT "B"

most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11 (Additional Insured – Managers or Lessors of Premises ~~Owners, Lessees, or Contractors~~). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$500,000	Marina Operators Legal Liability
$500,000	Protection and Indemnity
$500,000	General Aggregate
$500,000	Products/Completed Operations Aggregate
$500,000	Personal and Advertising Injury
$500,000	Each Occurrence

3) All other terms and conditions of the Lease shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Extension to be executed by their appropriate officials, as of the date first above written.

CITY OF FORT PIERCE, a municipal corporation, **LANDLORD**

Attest:

Linda W. Cox
Linda Cox, City Clerk

By: Linda Hudson
Linda Hudson, Mayor

Approved as to Form and Correctness:

Robert V. Schwerer, Esq.
City Attorney

LITTLE JIM BAIT & TACKLE, INC., a Florida Corporation, **TENANT**

By: Richard A. King
Richard A. King, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **Richard A. King, as President of LITTLE JIM BAIT & TACKLE, INC.** to me known to be the person described in and who executed foregoing document and who has produced dewees license as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of ~~March,~~ April 2015.

Linda W. Cox
Notary Public, State of Florida at Large
My Commission expires:_____

LINDA WRIGHT COX
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF052403
Expires 9/9/2017



Lease-
Little Jim

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AGREEMENT is entered into this 28th day of February, 2019 by and between, **THE CITY OF FORT PIERCE, FLORIDA,** a Florida Municipal corporation, ("LANDLORD"), whose address is 100 North U.S. Highway 1, Fort Pierce, Florida, 34950; **LITTLE JIM BAIT & TACKLE, INC.,** a Florida corporation (hereinafter "TENANT"), whose business address is 601 North Causeway Drive, Fort Pierce, Florida 34949; and **SALTY3 BAITSHACK, LLC**, a Florida limited liability company, whose business address is 4 Avenue A, Fort Pierce, Florida 34950 (hereinafter "ASSIGNEE TENANT").

WITNESSETH:

WHEREAS, the LEASE AGREEMENT was originally entered into between LANDLORD and TENANT on March 1, 2010, attached hereto as Exhibit "A"; and

WHEREAS, LANDLORD and TENANT entered into an extension of said LEASE AGREEMENT on April 20, 2015, attached hereto as Exhibit "B"; and

WHEREAS, the LEASE AGREEMENT allows for assignment of the LEASE AGREEMENT with the prior written consent of the LANDLORD, as stated in section 16 of the LEASE AGREEMENT; and

WHEREAS, TENANT requested assignment by written notice to LANDLORD on January 15, 2019; and

WHEREAS, LANDLORD provided consent to the assignment as the result of an affirmative vote of the consent agenda of the City Commission of the City of Fort Pierce at a regular commission meeting on February 19, 2019; and

WHEREAS, the termination date of the LEASE AGREEMENT, including the LEASE EXTENSION, is February 28, 2025.

1. ASSIGNMENT: The LEASE AGREEMENT and LEASE EXTENSION shall be assigned to SALTY3 BAITSHACK, LLC, a Florida limited liability company, whose business address is 4 Avenue A, Fort Pierce, Florida 34950.

2. SUBSTITION OF GUARANTOR: Pursuant to section 16 of the LEASE AGREEMENT, the original guarantors, Richard A. King and Rita King, are hereby substituted with the following individuals: Diego Larroude and Donna Qvarnstrom, individually. Upon execution of this Assignment of Lease Agreement, Richard A. King and Rita King shall be released from all responsibilities under the LEASE AGREEMENT. Upon execution of this Assignment of Lease Agreement, SALTY3 BAITSHACK, LLC shall be recognized as the TENANT, pursuant to all of the terms and conditions of both the LEASE AGREEMENT and the extension of said LEASE AGREEMENT. Further, upon execution of this Assignment of Lease Agreement, Diego Larroude and Donna Qvarnstrom agree to assume full and complete responsibility as guarantors for the obligations of TENANT, pursuant to all of the terms and conditions of both the LEASE AGREEMENT and the extension of said LEASE AGREEMENT.

EXHIBIT "C"

3. All other terms and conditions of the LEASE AGREEMENT and LEASE EXTENSION shall remain the same.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Assignment of Lease as of the day and year first above written.

WITNESS AS TO LANDLORD
ATTEST:

Linda W. Cox, City Clerk

LANDLORD:
CITY OF FORT PIERCE

By: Linda Hudson
Linda Hudson, Mayor

Date: 3/8/19

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Peter J. Sweeney
City Attorney

WITNESSES AS TO TENANT:

Donna Qvarnstrom
Donna Qvarnstrom
Print name

_____

_____
Print name

TENANT:
LITTLE JIM BAIT & TACKLE, INC.

By: _____
Richard A. King, President

Date: 3-8-19

WITNESSES AS TO ASSIGNEE:

Anne Bowen

Print name

Sherri Godwin

Print name

ASSIGNEE:
SALTY3 BAITSHACK, LLC

By: Donna Qvarnstrom

Donna Qvarnstrom, Manager

Date: 3/7/2019

WITNESSES AS TO GUARANTORS:

Anne Bowen

Print name

Sherri Godwin

Print name

GUARANTORS:
SALTY3 BAITSHACK, LLC

By:

Diego Larroude

By: Donna Qvarnstrom

Donna Qvarnstrom

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE
Florida

TO : The Honorable Mayor and Members of the City Commission

FROM : Linda W. Cox, Acting City Manager LWC

RE : **Little Jim Lease Addendum – Revenue and Expense Overview**

DATE : February 5, 2025

As requested, I am providing a summary of the income the City receives from the Little Jim property and associated expenses.

The City currently receives approximately **$2,600 per month** in rent from the property. However, the City incurs an ongoing expense of approximately **$7,600 per month** for portable restroom facilities at the site.

Please let me know if you need any additional information.

LWC:jdr

City Commission Regular Meeting **13. c.**

Meeting Date: 02/18/2025

Re: Resolution 25-R15 Project Knight Rider

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Resolution 25-R15 expressing support for Project Knight Rider as a Qualified Economic Development Ad Valorem Tax Exemption applicant.

SUMMARY:

Project Knight Rider is seeking consideration as a qualified applicant for an Economic Development Ad Valorem Tax Exemption. Project Knight Rider intends to renovate existing buildings totaling 59,332 square feet and construct a new building of 20-30,000 square feet for a manufacturing facility and will invest approximately $18.75 million in renovation and new construction capital investment and approximately $19.4 million in tangible personal property capital investment. Project Knight Rider is anticipated to create 294 new full-time equivalent jobs in the City of Fort Pierce, thereby contributing to the economic growth and development of our community.

Based on the current representations made by Project Knight Rider, the City of Fort Pierce has made a preliminary determination that Project Knight Rider meets the requirements for an Economic Development Ad Valorem Tax Exemption in accordance with Section 196.1995, Florida Statutes, whereby the business location is a “new business” for purposes of Section 196.012(14), Florida Statutes. Final approval must be made through an approved Ordinance.

RECOMMENDATION:

Adopt Resolution 25-R15

ALTERNATIVES:

Amend or deny Resolution 25-R15

RESPONSIBLE STAFF:

Shyanne Harnage, Director of Community and Economic Development

COORDINATED WITH:

Acting City Manager
City Attorney
Economic Development Council of St. Lucie County

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impacted associated with this resolution at this time.

Attachments

Resolution 25-R15
RLS Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	02/10/2025 03:34 PM
City Manager	Shyanne Harnage	02/10/2025 05:14 PM
City Manager	Linda Cox	02/11/2025 04:16 PM

Form Started By: Shyanne Harnage Started On: 02/04/2025 05:24 PM
Final Approval Date: 02/11/2025

RESOLUTION NO. 25-R15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **EXPRESSING SUPPORT FOR PROJECT KNIGHT RIDER AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION APPLICANT SUBJECT TO THE REQUIREMENTS OF SECTION 195.1995, FLORIDA STATUTES**; ALLOWING IMPROVEMENTS AND/OR TANGIBLE PERSONAL PROPERTY ADDITIONS TO BE MADE BY PROJECT KNIGHT RIDER SUBJECT TO THE ADOPTION OF AN EXEMPTION ORDINANCE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 3, of the Constitution of the State of Florida and Section 196.1995, Florida Statutes, empower the City of Fort Pierce ("City") to grant economic development ad valorem tax exemptions to new businesses and expansions of existing businesses after the electors of the City, voting on the question in a referendum, authorize such exemptions; and

WHEREAS, by a referendum held on August 23, 2022, the electors of the City of Fort Pierce authorized the granting of ad valorem tax exemptions; and

WHEREAS, the City adopted Ordinance No. 25-001 on January 21, 2025 codifying the Economic Development Ad Valorem Tax Exemption at Chapter 115, Article III of the City's Code of Ordinances; and

WHEREAS, the granting of ad valorem tax exemptions to certain businesses will provide the City with additional economic development incentive to enhance the City's competitive edge when encouraging new business development and retaining local businesses with expansion plans; and

WHEREAS, Project Knight Rider is a new business in Fort Pierce, Florida who desires to expand into an existing building in Fort Pierce to engage principally in manufacturing, processing, compounding, fabricating, or producing tangible personal property for sale at a location that comprises an industrial or manufacturing plant; and

WHEREAS, Project Knight Rider intends to renovate existing buildings totaling 59,332 square feet and construct a new building of 20-30,000 square feet for a manufacturing facility and will invest approximately $18.75 million in renovation and new construction capital investment and approximately $19.4 million in tangible personal property capital investment; and

WHEREAS, Project Knight Rider is anticipated to create 294 new full-time equivalent jobs (FTEs) in the City of Fort Pierce paying an average annual wage of fifty-three thousand and eighty-five dollars ($53,085), 107% of St. Lucie County's average annual wage, and a generous benefits package to its employees. The employment schedule consists of 55 new FTEs in Year 1; 51 new FTEs in Year 2; 69 new FTEs in Year 3; 61 new FTEs in Year 4; and 58 new FTEs in Year 5; and

WHEREAS, based on the current representations made by Project Knight Rider, the City of Fort Pierce has made a preliminary determination that Project Knight Rider meets the requirements for an Economic Development Ad Valorem Tax Exemption in accordance with Section 196.1995, Florida Statutes, whereby the business location is a "new business" for purposes of Section 196.012(14), Florida

Statutes; and

WHEREAS, pursuant to Section 196.1995, Florida Statutes, final approval of an Economic Development Ad Valorem Tax Exemption must be made through an approved Ordinance by the municipality ("Exemption Ordinance"); and

WHEREAS, the Exemption Ordinance, if applied for by Project Knight Rider shall be considered in accordance with applicable law and the City's Economic Development Ad Valorem Tax Exemption Ordinance at Chapter 115, Article III of the City's Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVEDby the City Commission of Fort Pierce, Florida, as follows:

1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and hereby made a part of this Resolution.

2. Eligibility. Project Knight Rider may proceed to make improvements and/or tangible personal property additions following the passage of this Resolution. Such improvements or additions may be eligible for the exemption as authorized by Section 196.1995, Florida Statutes, subject to the subsequent passage of an Exemption Ordinance specifically granting an Exemption to Project Knight Rider.

3. Not Binding. Nothing in this Resolution shall bind the City of Fort Pierce to adopting an Exemption Ordinance for Project Knight Rider, and the adoption of an Exemption Ordinance shall be considered pursuant to applicable law and Chapter 115, Article III of the City's Code of Ordinances.

4. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

5. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

6. Effective Date. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 18th day of February, 2025.

_____
LINDA HUDSON, MAYOR

ATTEST:

_____
LINDA W. COX, CITY CLERK (CITY SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

_____
SARA K. HEDGES CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHYANNE HARNAGE, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	ED INCENTIVE RESOLUTION FOR PROJECT KNIGHT RIDER
CAO RLS FILE:	RLS 25-24
DATE:	FEBRUARY 10, 2025

I have reviewed the above Request for Legal Services (RLS) related to an Economic Development Incentives Resolution for Project Knight Rider. Pursuant to our conversations, I have made suggested changes to the Resolution. The Resolution has been uploaded in both a Track Changes and Clean Copy version. The Clean Copy version is approved as to form and correctness.

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

Thank you.
SH

City Commission Regular Meeting **13. d.**

Meeting Date: 02/18/2025

Re:

SUBJECT:

Resolution 25-R16 Appointing Ivel Sierra to the City of Fort Pierce Planning Board as Commissioner Taylor's appointee.

SUMMARY:

Gloria Baxevanis's term expired and then she subsequently resigned, thus creating a vacancy for the seat appointed by James Taylor.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek Canidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel Started On: 02/11/2025 03:05 PM

Final Approval Date: 02/11/2025

RESOLUTION NO. 25-R16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that Ivel Sierra be and is hereby appointed and/or reappointed by the City Commission to serve as a member of the City Planning Board; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office until removed or when a successor has been duly appointed.

Name:	Appointed by:
Ivel Sierra	James Taylor

BE IT FURTHER RESOLVED that this Resolution shall become effective February 18th, 2025.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 18th day of February 2025.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #23391

Date Submitted: 12/14/2024

Name of Board or Boards for which you are applying:*

Fort Pierce Utilities Authority Board

Name:*

IVEL Sierra

Home Address:*

4407 BELLE GROVE DRIVE

City:*

Fort Pierce

State:*

FL

Zip:*

34981

How long at this address?*

7 Years

Telephone Number*

7729794565

If less than two years, provide prior address:

4407 Belle Grove Drive

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Business Owner and Landlord

Employer:*

Self

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

402 S. 5th St. Fort Pierce, FL Restaurant and Shipping

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Fort Pierce

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Mervis' Cafe' and Grille & United States Postal Service Downtown CPU

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have been a Business Owner in the City of Fort Pierce for the past 16 years. I have also been a landlord in the City for the past 7 years. I have been living as a full time resident in the city and been part of this community for over 18 years. I have been a Business supervisor or manager since graduating from college with over 27 years of experience. I have been a member of Fort Pierce Utility Authority Advisory Committee for over a year and i have participated in other community organizations and events. Being a resident and business owner for so long in this community I have always been involved in some way, such as coaching kids in our city or being actively involved in my children's schools. I have been a part of this City's growth in a positive way for many years and want to continue to be a part of positive things to come.

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Fort Pierce Utility Authority Advisory Committee

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Fort Pierce Utility Authority Advisory Committee

Applicant Email Address:*

isierra561@aol.com

Date:*

12/14/2024

Applicant's Signature:*

Ivel Sierra

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Ivel_Sierra.pdf

IVEL SIERRA

BUSINESS OWNER & FPUA ADVISORY COMMITTEE MEMBER

PROFESSIONAL SUMMARY

Seasoned Business Owner/Operator at Mervis' Cafe & Grille and USPS Downtown Contract Unit since 2008, adept in operations management and exceptional customer service. Demonstrated success in personnel leadership and inventory control, enhancing vendor relations and client satisfaction. Proven track record in elevating business performance through strategic decision-making and meticulous attention to detail. Willing to serve as a Community Amassador.

EXPERIENCE

Business Owner/Operator
April 2008 - Present Mervis' Cafe & Grille and USPS Downtown Contract Unit, FORT PIERCE, FL

- Managed all aspects of the daily operations including personnel, inventory control, marketing, budgeting, pricing.
- Provided friendly and engaging customer service to internal and external customers.
- Developed and maintained relationships with clients and suppliers
- Provided leadership, direction, and guidance to staff members
- Hired skilled personnel to handle challenges and obligations of business.

EDUCATION

Bachelor of Science (B.S.) in Business Administration
May 1997
University of Central Florida, Orlando, FL, US

CERTIFICATIONS

- Servsafe Manager Certification

VOLUNTEER EXPERIENCE

Committee Member

CONTACT

(772) 979-4565

isierra561@aol.com

Ft. Pierce, FL 34981

SKILLS

- Inventory control
- Operations management
- Personnel management
- Attention to detail
- Customer service
- Vendor relationship management
- Employee training

LANGUAGES

- **Spanish**
  Bilingual

June 2023 - Present Fort Pierce Utility Advisory Committee, Fort Pierce, Florida

- Continuous learning of all aspects of FPUA, such as Wastewater, New Plant Construction Updates, Fpuanet,How to read a FPUA bill , Sunshine Law Training
- Helped create a Mission Statement for the FPUA Advisory Committee
- As an Ambassador, Attended Back to School Backpack Event
- Helped Create and Attended The First Annual FPUA Youth Career Event
- Participated actively in discussions, offering constructive feedback when appropriate.

AWARDS

- 2022 St. Lucie County Chamber of Commerce Business and Industry Award for Mervis' Cafe for Best Food and Beverage
- 2018 St. Lucie County Chamber of Commerce Business and Industry Appreciation Award for Mervis' Cafe' Food and Beverage

COMMUNITY ORGANIZATIONS

St. Lucie County Chamber of Commerce Member

City Commission Regular Meeting **13. e.**

Meeting Date: 02/18/2025

Re:

SUBJECT:

Resolution 25-R17 Appointing Jacob Vinson to the City of Fort Pierce Historic Preservation Board as Commissioner Taylor's appointee.

SUMMARY:

Vacant seat.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek Applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel Started On: 02/11/2025 03:11 PM

Final Approval Date: 02/11/2025

RESOLUTION NO. 25-R17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE HISTORIC PRESERVATION BOARD,** PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Historic Preservation Board membership is established via Chapter 111, Article II, Division 2, Subdivision II, Section 111-89 of the Code of Ordinances of Fort Pierce, Florida.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, as follows:

1. The following be and is hereby appointed by the City Commission to serve as a member of the Historic Preservation Board; said term shall run concurrent with the that of the appointing Commissioner, or when a successor has been duly appointed.

- Jacob Vinson appointed by Commissioner James Taylor

BE IT FURTHER RESOLVED that this Resolution shall become effective February 18, 2025.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 18th day of February, 2025.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, ESQ.
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #23500

Date Submitted: 1/27/2025

Name of Board or Boards for which you are applying:*

Historic Preservation Board

Name:*

Jacob Vinson

Home Address:*

2108 Donald Street

City:*

fort pierce

State:*

FL

Zip:*

34946

How long at this address?*

5 years

Telephone Number*

772-971-1760

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Realtor

Employer:*

Vinson Real Estate

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

111 Orange Ave Suit 307 , Fort Perce, Fl 34950

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Vinson Real Estate

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

See Attached Resume

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

St Lucie County Infrastructure Surtax Oversight Committee

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

James Taylor

Applicant Email Address:*

Jake@TeamVinson.com

Date:*

1/27/25

Applicant's Signature:*

Jacob T Vinson

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Jacob Vinson Resume.docx-4.pdf.pdf



Jacob Vinson

Contact

PHONE:
772-971-1760

WEBSITE:
https://teamvinson.com/

EMAIL:
Jake@Teamvinson.com

As a lifelong St. Lucie County resident with solid ties to the local community, strong interpersonal skills, and a deep understanding of our local real estate market and regulations make me a great candidate for the Historic Preservation Board

Education and Certifications

Licensed Realtor

Broker Associate Class, State Exam Pending

Certified Commercial Investment Member Candidate (CCIM)
Level 1 of 4 Complete

Indian River State college
Associates in Arts – Sociology

Port Saint Lucie High School
Graduating Class of 2009

WORK EXPERIENCE

Vinson Real Estate **Owner/ Realtor/ Sales Associate**
March 2024–Current

Keller Williams Realty of Port St. Lucie **Realtor/ Sales Associate**
August 2022–March 2024
Baron Real Estate **Realtor/ Sales Associate**
May 2021–August 2022
Branca Realty Professionals **Realtor/ Sales Associate**
September 2020– May 2021
Keller Williams Realty of Port St. Lucie **Realtor/ Sales Associate**
February 2017–September 2020

Volunteer experience, Clubs, and Committees

Sunrise Kiwanis Member/ Volunteer
Sons of the American Legion Member/ Volunteer
Treasure Coast Young Republicans Member/ Volunteer
Saint Lucie County Infrastructure Surtax Oversight Committee