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

CITY COMMISSION AGENDA

Regular Meeting - Monday, July 7, 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**

   a. Minister Belinda Pizarro - River of Life Fellowship

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of the minutes of the June 16, 2025 Regular 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**

11. **CONSENT AGENDA**

A. Approval of award of Bid No. 2025-027 for SHIP Residential Rehabilitation for 902 Hickory Street, Fort Pierce, FL to De La Hoz Builders, Inc. in an amount not to exceed $83,590.00

B. Approval of award of Bid No. 2025-026 for SHIP Residential Rehabilitation for 2509 Avenue K, Fort Pierce, FL to De La Hoz Builders, Inc in an amount not to exceed $72,420.00

C. Approval of award of Bid No. 2025-023 for CDBG Residential Rehabilitation for 2803 Avenue M, Fort Pierce, FL to Zorion LLC in an amount not to exceed $87,220.36

D. Approval of Change Order No. 13 - General Contractor Services, Second Floor Leveling in the amount of $8,385.68 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

E. Review of Change Order No. 14 - General Contractor Services, Replacement of Windows in the amount of $26,166 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

F. Approval of Change Order No. 15 - General Contractor Services for a Dumpster Enclosure in the amount of $26,775 for the City of Fort Pierce Florida Highwaymen Museum renovation project as required per the City Code.

G. Approval of Change Order No. 16 - General Contractor Services, Expanded Parking Lot Scope in the amount of $41,229.43 to correct the parking lot elevation to prevent water intrusion for the Highwaymen Museum renovation.

H. Approval of U.S. DOE, Office of Energy Efficiency and Renewable Energy - Energy Efficiency Conservation Block Grant (EECBG) Program Special Terms and Conditions-Grant Agreement in the amount of $76,720.00.

I. Approval of a public service agency grant award to E.N.D. It, Corporation in the amount not to exceed $5000.00.

J. Approval of expenditure of Law Enforcement Trust Fund (LETF) Contribution in the amount of $5,000.00 to Mustard Seed Ministries for their Sarah’s Kitchen pantry to provide hot meals to youth involved in the Fort Pierce Police Department’s Courageous Kids program.

K. Accept the 2024 Incentives Strategies Report of the the Affordable Housing Advisory Committee (AHAC).

L. Approval of increase of Purchase Order No.250521, Complete Production Resources from $50,000 to $100,000 for monthly lighting equipment rental at the Sunrise Theatre.

M. Approval of Increase of Purchase Order No.250544, Jack Hammer Audio from $50,000 to $80,000 for monthly sound equipment rental at the Sunrise Theatre.

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 25-018 Amending Chapter 103, Article III "Contractors". SECOND READING

B. Legislative Hearing - Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances Entitled "Building Fees." SECOND READING

C. Quasi-Judicial Hearing - an application for Conditional Use with New Construction Site Plan submitted by property owner, St. Lucie Kings, LLC and Representative HJA Design Studio, to construct a flex space for wholesale trade and warehouse freight on 3.57 acres at 4600 & 4650 Okeechobee Rd., Fort Pierce, FL. The properties are zoned General Commercial (C-3). Parcel IDs: 2419-122-0001-050-9 and 2419-122-0001-040-6.

13. **CITY COMMISSION**

A. Selection of 2025 FLC Annual Conference Voting Delegate.

B. Resolution No. 25-R42 Amending the Rules of Procedure for the Board of Examiners of Contractors

C. Resolution No. 25-R48 Building Department Fee Schedule

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

A. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 5:05 PM **5. A.**

Meeting Date: 07/07/2025

Re: Approval of the minutes of the June 16, 2025 Regular Meeting.

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the June 16, 2025 Regular Meeting.

Attachments

06.16.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 06/26/2025 08:11 AM

Final Approval Date: 06/26/2025

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, JUNE 16, 2025.

1. CALL TO ORDER

Mayor Hudson called the June 16, 2025, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Rick Palma Jr. - Treasure Coast Baptist Church

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: City Manager Richard Chess
Assistant City Attorney Felicia Holloman
City Clerk Linda Cox

5. APPROVAL OF MINUTES

A. Approval of the minutes of the May 19, 2025 Regular Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes of the May 19, 2025 Regular Meeting.

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

Passed

B. Approval of the Minutes of the June 02, 2025 Regular Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes of the June 02, 2025, Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

A. Treasure Coast Waterway Clean Up Proclamation

B. Youth Award Proclamations

7. **LETTERS TO COMMISSION**

A. Thank you card from Elizabeth Bowen expressing her family's deep gratitude to the Building Department staff for their professional and supportive assistance in addressing safety concerns, which led to effective action and restored their sense of security at home.

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

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

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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No public comments.

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

A. Approval of an additional $36,000.00 to purchase order PO 250166, GT Supplies, Riviera Beach, FL, for refurbishing dumpsters city-wide.

B. Approval of an additional $35,000.00 to purchase order 250159 with The Tailor Group, Fort Pierce, FL for public restroom cleanings city-wide.

C. Approval to award RFP 2025-11 for annual contracted Professional Inspection Services to GFA International, Inc. dba Universal Engineering Service of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

D. Approval to award RFP 2025-012 for annual contracted Professional Plan Review Services to GFA International dba Universal Engineering Sciences of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

E. Approval to award RFQ 2025-009 for the annual contract for Community Rating System (CRS) and Climate Resilience Support Services to TetraTech, Inc. of Stuart, Florida for an amount of up to $100,000.00 annually.

F. Approval of Specific Authorization No. 2025-1 for Structural Assessment of the Historic Seven Gables House, with a Cost Not to Exceed $6,426.

G. Approval of emergency expenditure to Johnson-Davis, Inc. for Thumb Point Drive Emergency Drainage Repairs at 1526 Thumb Point Drive and 1679 Thumb Point Drive in the amount not to exceed $209,405.00

H. Approval of Specific Authorization 1 with EXP US Services, INC. for Professional Architectural and Engineering Services for the Downtown Festival Street Redevelopment not to exceed $195,405.00.

Commissioner Broderick pulled items 11c and 11d of the Consent Agenda.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve items 11a, 11b and 11e-11h.

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

Passed

As to items 11c and 11d

Commissioner Broderick inquired on the funding source.

City Manager, Richard Chess, commented that the building department is funding them.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve items 11c and 11d 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. Quasi-Judicial Hearing - Review and approval for application for an innovative, Minor Site Plan, submitted by A-Ok Construction to develop a single-story duplex. The proposed duplex will be developed on 0.31 acres of land located at 209 N. 18th Street, more specifically located at Parcel Control Number: 2409-606-0041-000-0.

Mayor Linda Hudson asked all present to listen carefully to what Assistant City Attorney Felicia Holloman would read regarding Quasi-Judicial Hearings.

Felicia Holloman, Assistant City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick - No
Commissioner Gaines – No
Commissioner Johnson – No
Commissioner Taylor – No
Mayor Hudson – No

City Clerk, Linda Cox, swore in those wanting to speak during the Quasi-Judicial hearing.

Staff Presentation:
Kerry Driver, Senior Planner, presented the review and approval for the application for an innovative minor site plan.

RECOMMENDATION:

At the May 12, 2025, Planning Board meeting, the board voted unanimously to approve the innovative site plan with one (1) condition:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:

a.All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

i.Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die, shall be replaced by the same or greater number of living trees according to the standards established in this article

ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching, and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

Questions of Staff:
The Commission inquired on conditional use, design standards, and who is responsible for landscape maintenance.

Ms. Driver explained the requirement for the conditional use, the developer aligned with the City requirements for innovative use, and that the property owner is responsible for landscape maintenance.

Applicant questions of staff:
Andre Baxam, A-Ok Realty, had no questions for staff and commented on building homes for first time home buyers.

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 the application for an innovative development minor site plan.

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

Passed

B. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use, with No New Construction by Atlantic Coast Recycling, located at 3301 Avenue D, more specifically located at Parcel Control Number: 2408-214-0001-000-2.

Mayor Linda Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick - No
Commissioner Gaines – No
Commissioner Johnson – No
Commissioner Taylor – No
Mayor Hudson – No

City Clerk, Linda Cox, swore in those wanting to speak during the Quasi-Judicial hearing.

Staff Presentation:
Kevin Freeman, Planning Director, presented an application for a Conditional Use, with No New Construction.

RECOMMENDATION:
Staff recommend that the City Commission **APPROVE** the application for Conditional Use with no new construction.

Questions of staff:
The Commission inquired on the need for a conditional use and landscaping.

Mr. Freeman commented on the conditional use and landscaping, due to the line of sight.

Applicant question of Staff:
Dennis Murphy, Culpepper and Terpening, had no questions of staff and commented on the licensing and conditional use process.

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the application for Conditional Use with no new construction.

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

Passed

C. Legislative Hearing - Ordinance 25-018 Amending Chapter 103, Article III "Contractors". FIRST READING

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

ORDINANCE NO. 25-018
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – CONTRACTORS, BY AMENDING SECTION 103-86 BY MODIFYING AND DELETING CERTAIN DEFINITIONS; AMENDING SECTION 103-88 BY CORRECTING REFERENCE TO STATE STATUTE CHAPTER 489; AMENDING SECTION 103-89 BY REDUCING THE NUMBER OF BOARD OF EXAMINERS OF CONTRACTORS MEMBERS, PROVIDING FOR APPOINTMENT, PROVIDING FOR OFFICERS, DELETING THE REQUIREMENT OF REQUIRED MEETINGS, AND RESTATING THE BOARD'S POWER TO ADOPT BY-LAWS AND RULES; AMENDING SECTION 103-131 BY PROVIDING FOR APPLICATION REQUIREMENTS; AMENDING SECTION 103-135 TO DELETE CERTAIN FEES AND TO PROVIDE FOR AN APPEAL FEE; AMENDING SECTION 103-136 TO REFERENCE STATE CERTIFIED SPECIALTY CONTRACTORS, AND PROVIDE FOR ALTERNATIVES AND EXEMPTIONS FOR PROVIDING PROOF OF BUSINESS TAX RECEIPT; AMENDING SECTION 103-141 BY PRECLUDING DISCIPLINE OF STATE CERTIFIED CONTRACTORS AND ELIMINATING AUTOMATIC STAYS ON APPEAL; AMENDING SECTION 103-142 BY SPECIFYING ACTS IN WHICH A REGISTERED OR LOCAL CONTRACTOR MAY BE REPRIMANDED, OR THEIR COMPETENCY CARD MAY BE SUSPENDED OR REVOKED; AMENDING SECTION 103-143 BY MODIFYING PROHIBITIONS OF UNLICENSED CONTRACTORS, PROVIDING FOR ISSUANCE OF CITATIONS BY THE BUILDING OFFICIAL OR THEIR DESIGNEE, AND PROVIDING FOR CIVIL PENALTIES TO BE ASSESSED IN AN AMOUNT ADOPTED BY RESOLUTION; AMENDING SECTION 103-144 BY DELETING ALL EMERGENCY LICENSING PROCEDURES PREEMPTING PROCEDURES TO THE STATE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Paul Thomas, Building Director, commented on adjustments to the State licensing for contractors, which impact local licensing, reducing the number of board members, and Commission appointments.

The Commission inquired on the appointments for the Board and the requirement that members be contractors, and possible changes to oversight of the board, including its necessity.

Mr. Thomas commented that the composition of the board is specified by ordinance and clarified changes to the board.

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. 25-018.

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

Passed

D. Legislative Hearing - Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances Entitled "Building Fees." FIRST READING

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

ORDINANCE NO. 25-019
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 103, ARTICLE II "BUILDING CODE", DIVISION 2 OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES", SECTION 103-53 PROVIDING FOR PERMIT FEES AND PLAN REVIEW FEES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Paul Thomas, Building Director, commented that the changes presented are for verbiage and provided examples.

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. 25-019.

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

Passed

13. CITY COMMISSION

A. Resolution 25-R47 is for the approval of the lease renewal between the City of Fort Pierce and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Submerged lands of the Fort Pierce City Marina Islands.

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

RESOLUTION NO. 25-R47
A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING THE RENEWAL OF SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE WITH BOT FILE NO.560344636 FOR THE TERM OCTOBER 23, 2024, THROUGH OCTOBER 23, 2029; AUTHORIZING THE MAYOR TO EXECUTE THE LEASE RENEWAL DOCUMENT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-R47.

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.

No public comments.

15. COMMENTS FROM THE CITY MANAGER

A. Reports

City Manager, Richard Chess, introduced Jared Sorenson, Human Resources Manager, to provide an update on Police Chief recruitment.

Mr. Sorenson provided an update on recruitment for the Chief of Police and the cost associated with the search including the process with Narloch and Associates.

The Commission briefly discussed the process, including their inclusion in the interview process.

City Clerk, Linda Cox - Commented on assembling the information requested by the Commission regarding board and committee attendance.

City Attorney, Felicia Hollomon - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on the Juneteenth Celebration, FPRA absence, meeting with the police union, and Fire Board inquiry regarding an email received.

Commissioner Broderick commented on a meeting with the police union, attended the South Kings Highway HOA meeting, and expansion of FPUA boundaries to service the community.

Mayor Hudson commented on Majorie Harrell.

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 6:39 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **11. A.**

Meeting Date: 07/07/2025

Re: Approval of Bid No. 2025-027 - SHIP Residential Rehabilitation of 902 Hickory Street

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Approval of award of Bid No. 2025-027 for SHIP Residential Rehabilitation for 902 Hickory Street, Fort Pierce, FL to De La Hoz Builders, Inc. in an amount not to exceed $83,590.00

SUMMARY:

On February 19, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on February 28 and March 7, 2025, with a scheduled opening at 3:00 PM on March 24, 2025. The invitation was sent to 610 vendors. Six (6) vendors requested specifications with two (2) responding (33.33%) plus 0 “No Bid” (33.33% total response).

Telco Investments submitted the lowest bid; however, the firm did not fully comply with the insurance requirements outlined in the bid documents. Therefore, we are unable to proceed with awarding any contracts to this firm at this time.

De La Hoz Builders, Inc. agreed to revise the scope of work to exclude the renovation of Bathroom #2 and the replacement of the kitchen cabinets and sink. These revisions brought the total proposal to $83,590.00, aligning with the approved residential rehabilitation budget, which must remain below $100,000. As a result, De La Hoz Builders, Inc., was determined to be the most responsive bid.

RECOMMENDATION:

Staff request authorization to award Bid No. 2025-027 - SHIP Residential Rehabilitation - 902 Hickory Street, to the second lowest bidder De La Hoz Builders, Inc., in the amount not to exceed $83,590.00

ALTERNATIVES:

Staff will proceed as directed by City Commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

Purchasing Division

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023-2024
Account: 1059002
Amount: 83,590.00
OTHER INFORMATION:

Approval to award Bid No. 2025-027 for SHIP Residential Rehabilitation for 902 Hickory Street, Fort Pierce, FL to De La Hoz Builders, Inc. in an amount not to exceed $83,590.00

Attachments

Recommendation for Award Letter
Bid Tabulation Memo
Submittal - De La Hoz Builders, Inc
Submittal - Telco Investment
Bid Revision Response Form
Email Response to Bid 2025-027 Revision

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/05/2025 05:09 PM
City Manager	Donnella Clarke	06/25/2025 01:18 PM
City Manager	Richard Chess	07/01/2025 12:27 PM

Form Started By: Donnella Clarke Started On: 06/05/2025 03:19 PM
Final Approval Date: 07/01/2025

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 6/9/2025

RECOMMENDATION FOR AWARD

Solicitation No: 2025-027

Solicitation Title: SHIP Residential Rehabilitation - 902 Hickory Street

Solicitation Advertisement: 2/28/25- 3/7/2025

Solicitation Due Date:

Award Authority:

- [x] **City Commission**
- [x] **City Manager**
- [ ] **Purchasing Manager**
- [x] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Kimberlee Henton

Through: Donnella Clarke

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: De La Hoz Builders, Inc

Initial Term Amount: $83,590.00

Contract Terms, if applicable:

Award is based on the following concurrence (s):

On February 19, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on February 28 and March 7, 2025, with a scheduled opening at 3:00 PM on March 24, 2025. The invitation was sent to 610 vendors. Six (6) vendors requested specifications with two (2) responding (33.33%) plus 0 “No Bid” (33.33% total response).

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THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO: **Kimberlee Henton, Community Resource Specialist**

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

SUBJECT: **Bid No. 2025-027– SHIP Residential Rehabilitation – 902 Hickory Street**

DATE: **March 26, 2025**

On February 19, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on February 28 and March 7, 2025, with a scheduled opening at 3:00 PM on March 24, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached is the Tabulation Sheet and the Submittal Response Checklist for the above referenced bid. In total, One (1) submission was received electronically and one (1) hand delivered. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 610 vendors. Six (6) vendors requested specifications with two (2) responding (33.33%) plus 0 "No Bid" (33.33% total response).

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's – Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **May 20, 2025**, which is the expiration date of the bid and responses.

/mg

cc: Donnella Clarke, Grants Division Manager
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET**
BID NUMBER:	**2025-027**
OPENING DATE:	3/24/25@ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 6 = 33.33%
0 "No Bids"
Total = 33.33%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	TOTAL BID PRICE
Telco Investments, LLC ***Boynton Beach, FL***	**$68,750.00**
De La Hoz Builders, Inc ***Sebastian, FL***	**$111,758.00**
A-1 Softwash Pressure Cleaning, LLC ***Port St Lucie, FL***	**Non-responsive**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD

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	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467-3102	**Bid No:** 2025-027
Mandatory Site-Visit: 11:00 A.M, WEDNESDAY, MARCH 12, 2025	**Bid Title:** Ship Residential Rehabilitation – 902 Hickory Street
Mandatory Site-Visit Location: 902 HICKORY STREET FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, MONDAY, MARCH 24, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: DE LA HOZ BUILDERS, INC. **Mailing Address:** 258 Del Monte Rd Sebastian, FL 32958	*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 Hilda R De La Hoz **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:** HILDA DE LA HOZ
Type of Entity (Select one): Corporation ___X___ Partnership _____ Proprietorship _____	**Title:** President
Incorporated in the State of: FL **Year:** 2007	**Delivery in** 120 **days, ARO**
Phone Number: 772-228-9723	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 20-8955993
E-Mail Address: hilda@delahozbuilders.com	**Local Business:** (Y) N **MWBE:** (Y) N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, DE LA HOZ BUILDERS, INC., **(Contractor's Name)** certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

DE LA HOZ BUILDERS, INC.
(Contractor's Name)

Hilda R De La Hoz
(Authorized Signature)

HILDA DE LA HOZ
(Print Name)

PRESIDENT
(Title)

258 Del Monte Rd
(Street and Address)

Sebastian, FL 32958
(City, State, Zip)

City of Fort Pierce
(Recipient's Name)

Date: 03-24-2025

Division Contract Number

DRUG~FREE WORKPLACE FORM

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

DE LA HOZ BUILDERS, 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 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.

Pedro A De La Hoz
Bidder's Signature

03-24-2025
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

HILDA DE LA HOZ, being first duly sworn, deposes and says:

That he is PRESIDENT
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

DE LA HOZ BUILDERS, INC.
(Firm Name)

By: Hilda R. De La Hoz

Title: PRESIDENT

Subscribed and sworn to before me this 24
day of, March, 2025.

John T Dale
Notary Public

My Commission expires: (Seal)

7/10/26

JOHN T DALE
Notary Public - State of Florida
Commission # HH 260493
My Comm. Expires Jul 10, 2026
Bonded through National Notary Assn.

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

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

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

by HILDA DE LA HOZ / PRESIDENT
(Print individual's name and title)

for DE LA HOZ BUILDERS, INC

whose business address is 258 Del Monte Rd, Sebastian, FL 32958

(If applicable) its Federal Employer Identification Number (FEIN) is 20-8955993

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

1. 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.

2. 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.

3. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
(Signature)

03-24-2025
(Date)

STATE OF FL

COUNTY OF Indian River

PERSONALLY APPEARED BEFORE ME, the undersigned authority Hilda de la Hoz
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this ~~24~~

day 24 of March, 2025.

John T Dale
(NOTARY PUBLIC)

My Commission Expires: 7/10/26

JOHN T DALE
Notary Public - State of Florida
Commission # HH 260493
My Comm. Expires Jul 10, 2026
Bonded through National Notary Assn.

E-VERIFY
AFFIRMATION STATEMENT

Description: SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: DE LA HOZ BUILDERS, INC

Authorized Company Person's Signature: Hilda de la Hoz

Authorized Company Person's Title: PRESIDENT

Date: 03-24-2025

STATE OF FLORIDA
COUNTY OF Indian River
Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 24 day of March, 2025 by Hilda de la Hoz, who is ☒ personally known or ☐ produced identification (ID produced: _____).

Signature: John T Dale (Seal)

NOTARY PUBLIC

My Commission Expires: 7/10/26

JOHN T DALE
Notary Public - State of Florida
Commission # HH 260493
My Comm. Expires Jul 10, 2026
Bonded through National Notary Assn.

VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: DE LA HOZ BUILDERS, INC.

Respondent's Authorized Representative Name and Title: HILDA DE LA HOZ / PRESIDENT

Address: 258 Del Monte Rd

City: Sebastian State: FL Zip: 32958

Phone Number: 772-228-9723 Respondent FEIN: 20-8955993

Email Address: hilda@delahozbuilders.com

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

Certification:

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

Certified By: HILDA DE LA HOZ

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Hilda R De La Hoz / PRESIDENT

Date: 03-24-2025

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

Vendor name: DE LA HOZ BUILDERS, INC

Authorized Representative's Name and Title: HILDA DE LA HOZ / PRESIDENT

Address: 258 DEL MONTE RD

City: SEBASTIAN State: FL Zip Code: 32958

Phone Number: 772-228-9723 Email Address: hilda@delahozbuilders.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:	HILDA DE LA HOZ / PRESIDENT	03-24-2025
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 24 day of March, 2025 by Hilda de La Hoz, who is

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

Notary Public Signature: John T Dale (Seal)

Print Name: John T. Dale

My Commission Expires 7/10/26 Commission Expires _____

JOHN T DALE
Notary Public - State of Florida
Commission # HH 260493
My Comm. Expires Jul 10, 2026
Bonded through National Notary Assn.

REFERENCES

BID NO. 2025-027

SHIP RESIDENTIAL REHABILIATION — 902 HICKORY STREET

Contact Person & Title	Ty Diamond / Housing Program Specialist
Email Address	diamondt@stluieco.org
Phone No.	772-462-5103
Company Name	St Lucie County Community Services - Housing Division
Mailing Address	714 Avenue C - 2nd Floor
City, State, Zip	Fort Pierce, FL 34950
Type of commercial work contracted	House rehabilitation work
Contact Person & Title	Siphikelelo Cyanganya - SHIP Adminstrator
Email Address	ship@indianriver.gov
Phone No.	772-226-4399
Company Name	Indian River County SHIP Program
Mailing Address	1800 27th Street Bldg B
City, State, Zip	Vero Beach, FL 32960
Type of commercial work contracted	House rehabilitation work

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.
DE LA HOZ BUILDERS, 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.
258 Del Monte Rd

6 City, state, and ZIP code
Sebastian, FL 32958

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
2 0 - 8 9 5 5 9 9 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ Fidel R De La Hoz | **Date** ▶ 03-24-2025

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.*

March 13, 2025

CITY OF FORT PIERCE

SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET

BID NO. 2025-027

ADDENDUM NO. 1

The purpose of this addendum is to modify the scope of work and to include a revised bid response form.

Scope of Work Modifications

The following items were added to the Scope of Work:

- **Replace kitchen cabinets and sink**
- **Remove exterior rotten wood – replace with stucco and paint**
- **Replace side entry exterior door**

Revised Bid Response Form

See attached the Revised Bid Response Form. This form should be used for submitting your bid response.

All other conditions of this bid remain the same.

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

Signature: _____ Date: 03-24-2025
Manual

Signature: HILDA DE LA HOZ
Typed or Printed

Company Name: DE LA HOZ BUILDERS, INC.

Address: 258 Del Monte Rd, Sebastian, FL 32958

REVISED

BID RESPONSE FORM

Bid Item	SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET		
Bid Number	2025-027	Due Date & Time	3:00PM, MONDAY, MARCH 24, 2025

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Renovate bathroom #1 – include walk-in shower/grab rails/lights	$ 13,965.00
Renovate bathroom #2	$ 14,220.00
Replace kitchen cabinets and sink	$ 13,948.00
Remove exterior rotten wood – replace with stucco and paint	$ 5,327.00
Replace main entry door	$ 3,416.00
Replace side entry exterior door	$ 2,952.00
Replace rear door	$ 3,051.00
Replace pitch roof	$ 11,316.00
Replace/Repair fascia and soffit	$ 2,935.00
Replace 12 windows – impact	$ 19,324.00
Replace exterior & interior wall (include paint)	$ 4,130.00
Replace HVAC	$ 10,208.00
Replace air vents	$ 1,798.00
Misc plumbing repairs	$ 0.00
Repair rotten wood siding	$ 0.00
Permits	$ 5,168.00
TOTAL	$ 111,758.00

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	90

Work is guaranteed for how many years?	1 year
Materials are guaranteed for how many years?	1 year

Bid Response Form
Page 2 of 2

Vendor: DE LA HOZ BUILDERS ,INC

Address: 258 Del Monte Rd

City, State, Zip Code: Sebastian, FL 32958

Email Address: hilda@delahozbuildeers.com_

Typed Name & Title: HILDA DE LA HOZ / PRESIDENT

Signature: Hilda R De La Hoz **Date:** 03-24-2025

Telephone No.: 772-228-9723 **Fax No.:**

(*Please include Remit to address if different than address stated above)

Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	X
Native American	
Small Business	X
Women Owned	X
Small Disadvantage Business	X

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	x	
Included proof of proper insurance as stated in bid documents.	x	
Are all the required forms listed in Section III and Section V of the Submittal Requirements complete and included?	x	
Have all prices been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	x	
Did you submit your bid electronically?	x	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	x	
Is each Bid Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH BID _____

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DE LA HOZ, JOSE AUGUSTO

DE LA HOZ BUILDERS INC
258 DEL MONTE RD
SEBASTIAN FL 32958

LICENSE NUMBER: CGC1514151

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2024

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 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 Bowen, Miclette & Britt of Florida, LLC 850 Concourse Pkwy S, Suite #105 Maitland FL 32751	CONTACT NAME: Michelle Rushing PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No): 407-628-1635 E-MAIL ADDRESS: mrushing@bmbinc.com
INSURED DELAHOZBUI De La Hoz Builders, Inc. 400 Gus Hipp Dr. Rockledge FL 32955	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Amerisure Mutual Insurance Company — 23396 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1204214298 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GL21095700602	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	CA21215920202	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	CU21251780102	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC21095710701	9/1/2024	9/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing contact person shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability, Auto Liability, and Umbrella as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, Worker's Compensation, and Umbrella is See Attached...

CERTIFICATE HOLDER

City of Fort Pierce and their respective members, officials, officers, and employees
Attn: Purchasing Dept.
100 North US Hwy. 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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AGENCY CUSTOMER ID: DELAHOZBUI

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bowen, Miclette & Britt of Florida, LLC	De La Hoz Builders, Inc. 400 Gus Hipp Dr. Rockledge FL 32955
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

granted to those parties listed in said contract, including the Certificate Holder.

The General Liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

Certificate Holder includes: City of Fort Pierce & the City's Board Members, Officials, Officers, Agents and Employees

Forms CG2010 & CG2037 are included in the Blanket Additional Insured endorsement when there is a written contract per page 2 of form CG 70 48 10 15 (attached).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

A. Exclusion **j. Damage to Property,** paragraph **(2)** is deleted.

B. The following paragraph is also deleted from Exclusion **j. Damage to Property:**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion **j. Damage to Property**, paragraphs **(3), (4),** and **(6)** do not apply to the use of elevators.

B. Exclusion **k. Damage to Your Product** does not apply to:

1. The use of elevators; or

2. Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

A. Exclusion **j. Damage to Property,** paragraphs **(3)** and **(4)** are deleted.

B. Coverage under this provision **3.** does not apply to "property damage" that exceeds $25,000 per occurrence or $25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

1. Failure of any products to accomplish their intended purpose;

2. Breach of warranties of fitness, quality, durability or performance;

3. Loss of customer approval or any cost incurred to regain customer approval;

4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;

5. Caprice or whim of the insured;

6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;

7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

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e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

(1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contact to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

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We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12.** "Mobile equipment", paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. ADDITIONAL DEFINITIONS

1. SECTION V – DEFINITIONS, paragraph **4.** "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. SECTION V – DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;

b. Stationery, envelopes, production of announcements and postage or facsimiles;

c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;

d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

e. Rental of necessary additional warehouse or storage space;

f. Packaging of or transportation or shipping of defective products to the location you designate; and

g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:

(1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and

(2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/1/2024 Policy No. WC21095710701 Endorsement No.

Insured De La Hoz Builders, Inc. Premium $

Insurance Company Amerisure Insurance Company Countersigned by _____

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Hart Forms & Services
Reorder No. 14-4888

BUILDING DEPARTMENT
1225 MAIN STREET • SEBASTIAN, FLORIDA 32958
TELEPHONE: (772) 589-5537 • FAX (772) 589-2566

LOCAL BUSINESS TAX RECEIPT

Tax Year October 1, 2024 to September 30, 2025

JOSE DE LA HOZ
(772) 228-9723

No. 2966
Date: 8/14/2024

Address: 258 DEL MONTE RD
SEBASTIAN, FL 32958

Business Tax Receipt

Activity: Professional - Services - Contractor

Total Paid: $66.00

Issued to: DE LA HOZ BUILDERS, INC
JOSE DE LA HOZ
258 DEL MONTE RD
SEBASTIAN, FL 32958

Linda M. Lohsl, CBTO

NON-TRANSFERABLE

State of Florida

Woman & Minority Business Certification

De La Hoz Builders, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/20/2025 to 02/20/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

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	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467-3102	**Bid No:** 2025-027
Mandatory Site-Visit: 11:00 A.M, WEDNESDAY, MARCH 12, 2025	**Bid Title:** Ship Residential Rehabilitation – 902 Hickory Street
Mandatory Site-Visit Location: 902 HICKORY STREET FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, MONDAY, MARCH 24, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: TELCO Investments LLC **Mailing Address:** P.O Box 742371 Boynton Beach FL 33474	*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 Terry Coley (L) **Authorized Signature (Manual)**
City, State, Zip Code: Boynton Beach FL 33474	**Typed or Printed Name:** Terry Coley (L)
Type of Entity (Select one): Corporation LLC Partnership Proprietorship	**Title:** Manager
Incorporated in the State of: New Mexico **Year:** 2023	**Delivery in** _____ **days, ARO**
Phone Number: 786 508-5400	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 80-0961875
E-Mail Address: telco_inv@yahoo.com	**Local Business:** ✓ Y ___ N **MWBE:** ✓ Y ___ N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, Telco Investments LLC, (Contractor's Name) certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Telco Investments LLC
(Contractor's Name)

Terry Coley
(Authorized Signature)

Terry Coley
(Print Name)

Manager
(Title)

P.O. Box 742371
(Street and Address)

Boynton Beach FL 33474
(City, State, Zip)

City of Fort Pierce
(Recipient's Name)

Date: March 22, 2025

786 508-5400
Division Contract Number

DRUG~FREE WORKPLACE FORM

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

Tello Investments 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 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.

Terry Coley

Bidder's Signature

March 22, 2025

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

Terry Coley, being first duly sworn, deposes and says:

That he is Terry Coley
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Telco Investments LLC
(Firm Name)

By: Terry Coley

Title: Manager

Subscribed and sworn to before me this 21

day of, March, 2025.

Notary Public

My Commission expires: (Seal)

TAJRIAN ALAM CHOWDHURY
MY COMMISSION # HH 241694
EXPIRES: March 17, 2026

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

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

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

by Terry Coley
(Print individual's name and title)

for Telco Investments LLC

whose business address is P.O. Box 742371

(If applicable) its Federal Employer Identification Number (FEIN) is 86-0916875

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

1. 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.

2. 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.

3. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Terry Coley

(Signature)

March 22, 2025

(Date)

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority Terry Coley©
(Name of individual signing)

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

day 21 of March, 2025.

(NOTARY PUBLIC)

My Commission Expires: March 17, 2026

TAJRIAN ALAM CHOWDHURY
MY COMMISSION # HH 241694
EXPIRES: March 17, 2026

E-VERIFY
AFFIRMATION STATEMENT

Description: SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: Telco Investments LLC

Authorized Company Person's Signature: Terry Coley

Authorized Company Person's Title: Manager

Date: March 21, 2025

STATE OF FLORIDA
COUNTY OF Palm Beach
Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 21 day of March, 2025 by Terry Coley, who is ☐ personally known or ☒ produced identification (ID produced: FL DL).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: March 17, 2026

TAJRIAN ALAM CHOWDHURY
MY COMMISSION # HH 241694
EXPIRES: March 17, 2026

VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Telco Investments LLC

Respondent's Authorized Representative Name and Title: Terry Coley @ Manager

Address: P.O. Box 742371

City: Boynton Beach State: Florida Zip: 33474

Phone Number: 786 508-5400 Respondent FEIN: 80-0961875

Email Address: telco_invs@yahoo.com

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

Certification:

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

Certified By: Terry Coley

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Terry Coley Manager

Date: March 29, 2025

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

Vendor name: Telco Investments LLC

Authorized Representative's Name and Title: Terry Coley

Address: P.O. Box 742371

City: Boynton Beach State: FL Zip Code: 33474

Phone Number: 786-508-5460 Email Address: telco_invest@yahoo.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: Terry Coley — Terry Coley — March 22, 2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Palm Beach

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

this 21 day of March, 2025 by Terry Coley, who is

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

Notary Public Signature: _____ (Seal)

Print Name: Tajrian Alam Chowdhury

TAJRIAN ALAM CHOWDHURY
MY COMMISSION # HH 241694
EXPIRES: March 17, 2026

My Commission Expires March 17, 2026 Commission Expires_____

REFERENCES

BID NO. 2025-027

SHIP RESIDENTIAL REHABILIATION — 902 HICKORY STREET

Contact Person & Title	Quinton Jinks
Email Address	iq.int@hotmail.com
Phone No.	786 262-8597
Company Name	IQI 15820-39-LLC
Mailing Address	8152 NW 14th PL
City, State, Zip	Miami FL 33147
Type of commercial work contracted	Remodel & Repaired burnt out Duplex
Contact Person & Title	Johnny White Owner
Email Address	Platinumhomesinvestments@gmail.com
Phone No.	305 409-3564
Company Name	Platinum homes Investments LLC
Mailing Address	3511 NW 209th terr
City, State, Zip	Miami Gardens FL 33056
Type of commercial work contracted	Remodel & Repaired burnt out house

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.
Terry Coley

2 Business name/disregarded entity name, if different from above
Telco Investments LLC

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.
P.O. Box 742371

Requester's name and address (optional)

6 City, state, and ZIP code
Boynton Beach FL 33474

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
261 - 63 - 8629

or

Employer identification number
80 - 0961875

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** ▶ Terry Coley | **Date** ▶ March 22, 2025

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.*

March 13, 2025

CITY OF FORT PIERCE

SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET

BID NO. 2025-027

ADDENDUM NO. 1

The purpose of this addendum is to modify the scope of work and to include a revised bid response form.

Scope of Work Modifications

The following items were added to the Scope of Work:

- **Replace kitchen cabinets and sink**
- **Remove exterior rotten wood – replace with stucco and paint**
- **Replace side entry exterior door**

Revised Bid Response Form

See attached the Revised Bid Response Form. This form should be used for submitting your bid response.

All other conditions of this bid remain the same.

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

Signature: Terry Cole (Manual) Date: March 22, 2025

Signature: Terry Cole (Typed or Printed)

Company Name: Telco Investments LLC

Address: P.O. Box 742371

REVISED
BID RESPONSE FORM

Bid Item	SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET		
Bid Number	2025-027	Due Date & Time	3:00PM, MONDAY, MARCH 24, 2025

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Renovate bathroom #1 – include walk-in shower/grab rails/lights	$ 650.00
Renovate bathroom #2	$ 350.00
Replace kitchen cabinets and sink	$ 450.00
Remove exterior rotten wood – replace with stucco and paint	$ 350.00
Replace main entry door	$ 150.00
Replace side entry exterior door	$ 75.00
Replace rear door	$ 75.00
Replace pitch roof	$ 2,350.00
Replace/Repair fascia and soffit	$ 120.00
Replace 12 windows – impact	$ 675.00
Replace exterior & interior wall (include paint)	$ 215.00
Replace HVAC	$ 12,000.00
Replace air vents	$ 120.00
Misc plumbing repairs	$ 100.00
Repair rotten wood siding	$ 150.00
Permits	$ 600.00
TOTAL	$ 68,750.00

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	90

Work is guaranteed for how many years?	1
Materials are guaranteed for how many years?	1

Bid Response Form
Page 2 of 2

Vendor: Telco Investments LLC

Address: P.O Box 742571

City, State, Zip Code: Boynton Beach Florida 33474

Email Address: telco_inv@yahoo.com

Typed Name & Title: Terry Coley © Manager

Signature: Terry Coley © **Date:** March 22, 2025

Telephone No.: 7865085400 **Fax No.:**

(*Please include Remit to address if different than address stated above)

Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	/
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2025

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

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

PRODUCER

CoverWallet, Inc.
One Liberty Plaza,
Suite 3201
New York, NY 10006

CONTACT NAME: Emilio Scoccia
PHONE (A/C, No, Ext): (646) 844-9933 FAX (A/C, No):
E-MAIL ADDRESS: customer.service@coverwallet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Penn-Patriot Insurance Company	10121
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Telco Investments LLC
6050 Pitch Ln
Boynton Beach, FL, 33437

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		RTC0001854	09/15/2024	09/15/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees is added as a additional insured

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division Attn:
Purchasing Division
P.O. Box 1480
Fort Pierce, FL, 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Margaret M. Reff

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City of Fort Pierce
Fort Pierce, FL 34950
772-467-3065

Certificate of Use

Business Name: TELCO INVESTMENTS LLC
DBA: DND CONSTRUCTION

Business Location: 511 N 9TH ST A
Fort Pierce, FL 34950

Mailing Address: 511 N 9TH ST A
Fort Pierce, FL 34950

Owner:

License Number: CU-2025-000147

License Type: Certificate of Use

Issued Date: 2/24/2025

Classification: Home-based Certificate of Use

Expiration Date: 2/24/2026

Fees Paid: $125.00

Approved Business Use: Real Estate & Property Management Services & Building Contractor

Linda W. Cox

Linda W. Cox, City Clerk

This certificate does not warrant that the holder is competent to perform in the business, but that the holder has provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This certificate becomes null and void if business name, location, ownership or address is changed. All certificates automatically expire if not renewed within 60 days of expiration date shown.

TO BE POSTED IN A CONSPICUOUS PLACE

REVISED
BID RESPONSE FORM

Bid Item	**SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET**		
Bid Number	**2025-027**	**Due Date & Time**	**3:00PM, MONDAY, MARCH 24, 2025**

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Renovate bathroom #1 – include walk-in shower/grab rails/lights	$ 13,965.00
Renovate bathroom #2	$ 0.00
Replace kitchen cabinets and sink	$ 0.00
Remove exterior rotten wood – replace with stucco and paint	$ 5,327.00
Replace main entry door	$ 3,416.00
Replace side entry exterior door	$ 2,952.00
Replace rear door	$ 3,051.00
Replace pitch roof	$ 11,316.00
Replace/Repair fascia and soffit	$ 2,935.00
Replace 12 windows – impact	$ 19,324.00
Replace exterior & interior wall (include paint)	$ 4,130.00
Replace HVAC	$ 10,208.00
Replace air vents	$ 1,798.00
Misc plumbing repairs	$ 0.00
Repair rotten wood siding	$ 0.00
Permits	$ 5,168.00
TOTAL	$ 83,590.00

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	90

Work is guaranteed for how many years?	1 year
Materials are guaranteed for how many years?	1 year

Bid Response Form
Page 2 of 2

Vendor: DE LA HOZ BUILDERS ,INC

Address: 258 Del Monte Rd

City, State, Zip Code: Sebastian, FL 32958

Email Address: hilda@delahozbuildeers.com

Typed Name & Title: HILDA DE LA HOZ / PRESIDENT

Signature: _____ **Date:** 06-05-2025

Telephone No.: 772-633-5461 **Fax No.:** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	X
Native American	
Small Business	X
Women Owned	X
Small Disadvantage Business	X

Donnella Clarke

From: Kimberlee Henton
Sent: Thursday, June 5, 2025 3:46 PM
To: hilda@delahozbuildeers.com
Cc: Purchasing Division; Donnella Clarke
Subject: Bid Response Revision

Good afternoon,

Following our phone conversation today, this message is to confirm our discussion regarding the revision of the Bid Response Form for Bid #2025-027 from De La Hoz Builders, LLC.

We agreed to revise the scope of work to exclude the renovation of Bathroom #2 and the replacement of the kitchen cabinets and sink. These adjustments were made to align with the approved residential rehabilitation budget, which must remain under $100,000.

Please let us know if any further clarification or documentation is needed.

Kimberlee Henton
Reporting and Grants Specialist
Grants Administration Division | City of Fort Pierce
Phone: 772.742.9833 | 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook

City Commission Regular Meeting - 5:05 PM **11. B.**

Meeting Date: 07/07/2025

Re: Approval of Bid No. 2025-026 - SHIP Residential Rehabilitation of 2509 Avenue K

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Approval of award of Bid No. 2025-026 for SHIP Residential Rehabilitation for 2509 Avenue K, Fort Pierce, FL to De La Hoz Builders, Inc in an amount not to exceed $72,420.00

SUMMARY:

On February 19, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on February 28 and March 9, 2025, with a scheduled opening at 10:00 AM on March 21, 2025. The invitation was sent to 610 vendors. Seven (7) vendors requested specifications with two (2) responding (28.57%) plus 0 “No Bid” (28.57% total response). Telco Investments submitted the lowest bid; however, the firm did not fully comply with the insurance requirements outlined in the bid documents. Therefore, we are unable to proceed with awarding any contracts to this firm at this time. As a result, De La Hoz Builders, Inc., was determined to be the most responsive bid.

RECOMMENDATION:

Staff request authorization to award Bid No. 2025-026 - SHIP Residential Rehabilitation - 2509 Avenue K, to the second-lowest bidder, De La Hoz Builders, Inc., in the amount not to exceed $72,420.00

ALTERNATIVES:

Staff will proceed as directed by City Commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

Purchasing Division

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023-2024

Account: 1059002

Amount: 72420.00

OTHER INFORMATION:

Approval of award of Bid No. 2025-026 for SHIP Residential Rehabilitation for 2509 Avenue K, Fort Pierce, FL to De La Hoz Builders, Inc in an amount not to exceed $72,420.00

Attachments

Recommendation for Award Letter
Bid Tabulation Memo
Submittal - De La Hoz Builders, Inc
Submittal - Telco Investment

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/01/2025 12:57 PM

Form Started By: Donnella Clarke
Started On: 06/05/2025 05:14 PM
Final Approval Date: 07/01/2025

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Kimberlee Henton, Community Resource Specialist**

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

SUBJECT: **Bid No. 2025-026 – CDBG Residential Rehabilitation – 2509 Avenue K**

DATE: **March 26, 2025**

On February 19, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on February 28 and March 9, 2025, with a scheduled opening at 10:00 AM on March 21, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached is the Tabulation Sheet and the Submittal Response Checklist for the above referenced bid. In total, two (2) submissions were received electronically. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 610 vendors. Seven (7) vendors requested specifications with two (2) responding (28.57%) plus 0 "No Bid" (28.57% total response).

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's – Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **May 20, 2025**, which is the expiration date of the bid and responses.

/mg

cc: Donnella Clarke, Grants Division Manager
File

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CDBG RESIDENTIAL REHABILITATION OF 2509 AVENUE K**
BID NUMBER:	**2025-026**
OPENING DATE:	3/21/25@ 10:00AM
RECOMMENDED AWARD:	Pending

RESPONSE
2 of 7 = 28.57%
0 "No Bids"
Total = 28.57%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	TOTAL BID PRICE
Telco Investments, LLC ***Boynton Beach, FL***	**$42,450.00**
De La Hoz Builders, Inc ***Sebastian, FL***	**$72,420.00**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD

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	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard 772-467-3102	**Bid No:** 2025-026
Mandatory Site-Visit: 10:00 A.M, WEDNESDAY, MARCH 12, 2025	**Bid Title:** CDBG Residential Rehabilitation – 2509 Avenue K
Mandatory Site-Visit Location: 2509 AVENUE K FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 10:00 AM, FRIDAY, MARCH 21, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: DE LA HOZ BUILDERS, INC. **Mailing Address:** 258 Del Monte Rd	*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 Hilda L De La Hoz Authorized Signature (Manual)
City, State, Zip Code: Sebastian, FL 32958	**Typed or Printed Name:** HILDA DE LA HOZ
Type of Entity (Select one): Corporation X Partnership Proprietorship	**Title:** President
Incorporated in the State of: FL **Year:** 2007	**Delivery in** 120 **days, ARO**
Phone Number: 772-228-9723	**Payment Terms:** Net 30 Days
Fax Number:	**FEIN or SS Number:** 20-8955993
E-Mail Address: hilda@delahozbuilders.com	**Local Business:** (Y) N **MWBE:** (Y) N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

REVISED
BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 2509 AVENUE K		
Bid Number	2025-026	Due Date & Time	10:00AM, FRIDAY, MARCH 21, 2025

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Replace pitch roof	$ 13,096.00
Remodel bathroom #1- install walk-in shower with grab bars, elevated toilet, replace vanity, and mirror (ADA Compliant)	$ 14,010.00
Replace bi-fold closet door	$ 757.00
Replace/Reframe interior bedroom	2,407.00
Upgrade bathroom w/walk -in shower & elevated toilet	$ 0.00
Replace all interior doors	$ 4,652.00
Replace all windows – impact	$ 20,707.00
Replace all smoke detectors	$ 795.00
Repair plumbing stack vent	$ 1,206.00
Replace (2) exterior doors	$ 4,565.00
Misc. electrical repairs (light fixtures)	$ 2,018.00
Misc. drywall repairs	$ 4,199.00
Permits	$ 4,008.00
TOTAL	$ 72,420.00

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	90
Work is guaranteed for how many years?	1 year
Materials are guaranteed for how many years?	1 year

Vendor: DE LA HOZ BUILDERS ,INC.

Address: 258 Del Monte Rd

City, State, Zip Code: Sebastian, FL 32958

Email Address: hilda@delahozbuildeers.com

Typed Name & Title: HILDA DE LA HOZ / PRESIDENT

Signature: Hilda de la Hoz **Date:** 03-21-2025

Telephone No.: 772-228-9723 **Fax No.:**

(*Please include Remit to address if different than address stated above)

Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	X
Native American	
Small Business	X
Women Owned	X
Small Disadvantage Business	X

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	x	
Included proof of proper insurance as stated in bid documents.	x	
Are all the required forms listed in Section III and Section V of the Submittal Requirements complete and included?	x	
Have all prices been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	x	
Did you submit your bid electronically?	x	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	x	
Is each Bid Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH BID _____

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, DE LA HOZ BUILDERS, INC., **(Contractor's Name)** certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

DE LA HOZ BUILDERS, INC.
(Contractor's Name)

City of Fort Pierce
(Recipient's Name)

Hilda R De La Hoz
(Authorized Signature)

Date: 03/21/2025

HILDA DE LA HOZ
(Print Name)

PRESIDENT
(Title)

Division Contract Number

258 Del Monte Rd
(Street and Address)

Sebastian, FL 32958
(City, State, Zip)

DRUG~FREE WORKPLACE FORM

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

DE LA HOZ BUILDERS, 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 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

03-21-2025

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

HILDA DE LA HOZ, being first duly sworn, deposes and says:

That he is PRESIDENT
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

DE LA HOZ BUILDERS, INC.
(Firm Name)

By: Hilda De La Hoz

Title: PRESIDENT

Subscribed and sworn to before me this 19th

day of, March, 20 25.

Donna O'Neill
Notary Public

My Commission expires: (Seal)

May 22, 2027

DONNA O'NEILL
Notary Public - State of Florida
Commission # HH 401414
My Comm. Expires May 22, 2027
Bonded through National Notary Assn.

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

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

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

by HILDA DE LA HOZ / PRESIDENT
(Print individual's name and title)

for DE LA HOZ BUILDERS, INC.

whose business address is 258 Del Monte Rd, Sebastian, FL 32958

(If applicable) its Federal Employer Identification Number (FEIN) is 20-8955993

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

1. 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.

2. 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.

3. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
(Signature)

03-21-2025
(Date)

STATE OF Florida

COUNTY OF Indian River

PERSONALLY APPEARED BEFORE ME, the undersigned authority Hilda De La Haz
(Name of individual signing)

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

day 19 of March, 20 25.

Donna O'Neill
(NOTARY PUBLIC)

My Commission Expires: May 22, 2027

DONNA O'NEILL
Notary Public - State of Florida
Commission # HH 401414
My Comm. Expires May 22, 2027
Bonded through National Notary Assn.

E-VERIFY
AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION – 2509 AVENE K

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: DE LA HOZ BUILDERS, INC.

Authorized Company Person's Signature: Hilda De La Hoz

Authorized Company Person's Title: PRESIDENT

Date: 03/19/2025

STATE OF FLORIDA
COUNTY OF Indian River
Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 19 day of March, 2025 by Hilda De La Hoz, who is ☑ personally known or ☐ produced identification (ID produced: _____).

Signature: Donna O'Neill (Seal)

NOTARY PUBLIC

My Commission Expires: May 22, 2027

DONNA O'NEILL
Notary Public - State of Florida
Commission # HH 401414
My Comm. Expires May 22, 2027
Bonded through National Notary Assn.

VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: DE LA HOZ BUILDERS, INC.

Respondent's Authorized Representative Name and Title: HILDA DE LA HOZ / PRESIDENT

Address: 258 Del Monte Rd

City: Sebastian State: FL Zip: 32958

Phone Number: 772-228-9723 Respondent FEIN: 20-8955993

Email Address: hilda@delahozbuilders.com

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

Certification:

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

Certified By: HILDA DE LA HOZ

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Hilda R. De La Hoz / PRESIDENT

Date: 03-21-2025

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

Vendor name:_____DE LA HOZ BUILDERS, INC._____

Authorized Representative's Name and Title: ___HILDA DE LA HOZ / PRESIDENT _____

Address: ____258 DEL MONTE RD_____

City:__SEBASTIAN_____ State:_____FL_____ Zip Code:___32958_____

Phone Number: ____772-228-9723_____ Email Address:__hilda@delahozbuilders.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: Hilda R De La Hoz	HILDA DE LA HOZ / PRESIDENT	03-21-2025
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 19th day of March, 2025 by Hilda De La Hoz, who is

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

Notary Public Signature: Donna O'Neill (Seal)

Print Name: Donna O'Neill

My Commission Expires May 22, 2027 Commission Expires HH 401414

DONNA C'NEILL
Notary Public - State of Florida
Commission # HH 401414
My Comm. Expires May 22, 2027
Bonded through National Notary Assn.

REFERENCES

BID NO. 2025-026

CDBG RESIDENTIAL REHABILIATION — 2509 AVENUE K

Contact Person & Title	Ty Diamond / Housing Program Specialist
Email Address	diamondt@stluieco.org
Phone No.	772-462-5103
Company Name	St Lucie County Community Services - Housing Division
Mailing Address	714 Avenue C - 2nd Floor
City, State, Zip	Fort Pierce, FL 34950
Type of commercial work contracted	House rehabilitation work
Contact Person & Title	Siphikelelo Cyanganya - SHIP Adminstrator
Email Address	ship@indianriver.gov
Phone No.	772-226-4399
Company Name	Indian River County SHIP Program
Mailing Address	1800 27th Street Bldg B
City, State, Zip	Vero Beach, FL 32960
Type of commercial work contracted	House rehabilitation work

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.
DE LA HOZ BUILDERS, 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.
258 Del Monte Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Sebastian, FL 32958

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 0 - 8 9 5 5 9 9 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ Jilda R Del H | **Date** ▶ 03/21/2025

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.*

March 13, 2025

CITY OF FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2509 AVENUE K

BID NO. 2025-026

ADDENDUM NO. 1

The purpose of this addendum is to modify the scope of work and to include a revised bid response form.

Scope of Work Modifications

The following items were added to the Scope of Work:

- **Remodel bathroom #1- install walk-in shower with grab bars, elevated toilet, replace vanity, and mirror (ADA Compliant)**
- **Replace bi-fold closet door**
- **Replace/Reframe interior bedroom**

Revised Bid Response Form

See attached the Revised Bid Response Form. This form should be used for submitting your bid response.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: HILDA DE LA HOZ
Typed or Printed

Company Name: DE LA HOZ BUILDERS, INC.

Address: 258 Del Monte Rd, Sebastian, FL 32958

Date: 03-21-2025

/lh

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2024

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 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 Bowen, Miclette & Britt of Florida, LLC 850 Concourse Pkwy S, Suite #105 Maitland FL 32751	CONTACT NAME: Michelle Rushing PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No): 407-628-1635 E-MAIL ADDRESS: mrushing@bmbinc.com
INSURED DELAHOZBUI De La Hoz Builders, Inc. 400 Gus Hipp Dr. Rockledge FL 32955	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Amerisure Mutual Insurance Company 23396 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1204214298 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GL21095700602	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	CA21215920202	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CU21251780102	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC21095710701	9/1/2024	9/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing contact person shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability, Auto Liability, and Umbrella as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability, Worker's Compensation, and Umbrella is See Attached...

CERTIFICATE HOLDER

City of Fort Pierce and their respective members, officials, officers, and employees
Attn: Purchasing Dept.
100 North US Hwy. 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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AGENCY CUSTOMER ID: DELAHOZBUI

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Bowen, Miclette & Britt of Florida, LLC		De La Hoz Builders, Inc. 400 Gus Hipp Dr. Rockledge FL 32955
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

granted to those parties listed in said contract, including the Certificate Holder.

The General Liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

Certificate Holder includes: City of Fort Pierce & the City's Board Members, Officials, Officers, Agents and Employees

Forms CG2010 & CG2037 are included in the Blanket Additional Insured endorsement when there is a written contract per page 2 of form CG 70 48 10 15 (attached).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

A. Exclusion **j. Damage to Property,** paragraph **(2)** is deleted.

B. The following paragraph is also deleted from Exclusion **j. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion **j. Damage to Property**, paragraphs **(3), (4),** and **(6)** do not apply to the use of elevators.

B. Exclusion **k. Damage to Your Product** does not apply to:

1. The use of elevators; or

2. Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

A. Exclusion **j. Damage to Property,** paragraphs **(3)** and **(4)** are deleted.

B. Coverage under this provision **3.** does not apply to "property damage" that exceeds $25,000 per occurrence or $25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

1. Failure of any products to accomplish their intended purpose;

2. Breach of warranties of fitness, quality, durability or performance;

3. Loss of customer approval or any cost incurred to regain customer approval;

4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;

5. Caprice or whim of the insured;

6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;

7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

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e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

(1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contact to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

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We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12.** "Mobile equipment", paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. ADDITIONAL DEFINITIONS

1. SECTION V – DEFINITIONS, paragraph **4.** "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. SECTION V – DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;

b. Stationery, envelopes, production of announcements and postage or facsimiles;

c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;

d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

e. Rental of necessary additional warehouse or storage space;

f. Packaging of or transportation or shipping of defective products to the location you designate; and

g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:

(1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and

(2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/1/2024 Policy No. WC21095710701 Endorsement No.

Insured De La Hoz Builders, Inc. Premium $

Insurance Company Amerisure Insurance Company Countersigned by _____

Copyright 1983 National Council on Compensation Insurance.
Hart Forms & Services
Reorder No. 14-4888

State of Florida

Woman & Minority Business Certification

De La Hoz Builders, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/20/2025 to 02/20/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

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	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467-3102	**Bid No:** 2025-026
Mandatory Site-Visit: 10:00 A.M, WEDNESDAY, MARCH 12, 2025	**Bid Title:** CDBG Residential Rehabilitation – 2509 Avenue K
Mandatory Site-Visit Location: 2509 AVENUE K FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 10:00 AM, FRIDAY, MARCH 21, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Telco Investments LLC **Mailing Address:** P.O Box 742371	*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 Terry Coley **Authorized Signature (Manual)**
City, State, Zip Code: Boynton Beach FL 33474	**Typed or Printed Name:** Terry Coley
Type of Entity (Select one): Corporation LLC Partnership ____ Proprietorship ____	**Title:** Manager
Incorporated in the State of: New Mexico **Year:** 2013	**Delivery in** ____ **days, ARO**
Phone Number: 786-508-5400	**Payment Terms:** Net 30 Days
Fax Number:	**FEIN or SS Number:** 80-0961875
E-Mail Address: telco_investments@yahoo.com	**Local Business:** ✓Y ___N **MWBE:** ✓Y ___N
Bid Security is attached, when required, in the amount of $ ____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, Terry Coley (Telco Investments LLC), (Contractor's Name) certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Telco Investments LLC
(Contractor's Name)

Terry Coley
(Authorized Signature)

Terry Coley
(Print Name)

Manager - Contractor
(Title)

PO Box 742371
(Street and Address)

Boynton Beach FL 33474
(City, State, Zip)

City of Fort Pierce
(Recipient's Name)

Date: March 17, 2025

786-508-5340
Division Contract Number

DRUG~FREE WORKPLACE FORM

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

TELO Investments 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 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.

Terry Coley

Bidder's Signature

March 7, 2025

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

_____, being first duly sworn, deposes and says:

That he is Terry Coley
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Telco Investments LLC
(Firm Name)

By: Terry Coley

Title: Manager - Contractor

Subscribed and sworn to before me this 3

day of, 17 ,2025.

Seguinea S

Notary Public

My Commission expires: (Seal)

12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

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

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

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

by Perry Coley Manager-Controller
(Print individual's name and title)

for Telco Investments LLC

whose business address is P.O Box 742371

(If applicable) its Federal Employer Identification Number (FEIN) is 80-0961875

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

1. 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.

2. 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.

3. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Terry Coley
(Signature)

March 17, 2025
(Date)

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority Terry Coley
(Name of individual signing)

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

day 3 of 17th, 2025.

Seguinea Stewart
(NOTARY PUBLIC)

My Commission Expires: 12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

E-VERIFY
AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION – 2509 AVENUE K

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: ~~Terry Coley~~ TCLD Investments LLC

Authorized Company Person's Signature: Terry Coley

Authorized Company Person's Title: Terry Coley

Date: March 17, 2025

STATE OF FLORIDA
COUNTY OF Palm Beach
Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 3 day of 17, 2025 by Terry Coley, who is ☐ personally known or ☐ produced identification (ID produced: drivers license).

Signature: Seguinea S (Seal)

NOTARY PUBLIC

My Commission Expires: 12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Telco Investments LLC

Respondent's Authorized Representative Name and Title: Terry Coley Manager

Address: P.O Box 742371

City: Boynton Beach State: FL Zip: 33474

Phone Number: 7865085400 Respondent FEIN: 88-0961875

Email Address: telco_inv@yahoo.com

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

Certification:

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

Certified By: Terry Coley©

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Terry Coley© Manager

Date: March 7, 2025

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

Vendor name: Telco Investments LLC

Authorized Representative's Name and Title: Terry Coley

Address: P.O Box 742371

City: Boynton Beach State: FL Zip Code: 33474

Phone Number: 786 508 5400 Email Address: telco_inv@yahoo.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: Terry Coley | Terry Coley Manager | March 17, 2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Palm Beach

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

this 3 day of 17, 2025 by Terry Coley, who is

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

Notary Public Signature: Seguinea S (Seal)

Print Name: Seguinea Stewart

My Commission Expires December 14, 2027 Commission Expires 12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

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.
TERRY Coley

2 Business name/disregarded entity name, if different from above
TCLO Investments LLC

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.
P.O Box 741371

Requester's name and address (optional)

6 City, state, and ZIP code
Boynton Beach FL 33474

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
261 - 63 - 8623

or

Employer identification number
86 - 0961875

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** ▶ Terry Coley | **Date** ▶ March 19 2025

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.*

VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Telco Investments LLC

Respondent's Authorized Representative Name and Title: Terry Coley® Manager

Address: P.O Box 742371

City: Boynton Beach State: FL Zip: 33474

Phone Number: 786 508-5400 Respondent FEIN: 80-0961875

Email Address: telco_inv@yahoo.com

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

Certification:

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

Certified By: Terry Coley

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Terry Coley®

Date: March 18, 2025

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	9D
Work is guaranteed for how many years?	1
Materials are guaranteed for how many years?	1

Vendor: Telco Investments LLC

Address: PO Box 742371

City, State, Zip Code: Boynton Beach Florida 33474

Email Address: telco_investments@hotmail.com

Typed Name & Title: Terry Coley© Manager

Signature: Terry Coley© **Date:** March 18, 2025

Telephone No.: 7865866400 **Fax No.:**

(*Please include Remit to address if different than address stated above)

Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	✓
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

REVISED
BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 2509 AVENUE K		
Bid Number	2025-026	Due Date & Time	10:00AM, FRIDAY, MARCH 21, 2025

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Replace pitch roof	$ 19950.00
Remodel bathroom #1- install walk-in shower with grab bars, elevated toilet, replace vanity, and mirror (ADA Compliant)	$ 6500.00
Replace bi-fold closet door	$ 400.00
Replace/Reframe interior bedroom	1600.00
Upgrade bathroom w/walk -in shower & elevated toilet	$ 4000.00
Replace all interior doors	$ 1600.00
Replace all windows – impact	$ 6650.00
Replace all smoke detectors	$ 250.00
Repair plumbing stack vent	$ 300.00
Replace (2) exterior doors	$ 800.00
Misc. electrical repairs (light fixtures)	$ 350.00
Misc. drywall repairs	$ 450.00
Permits	$ 600.00
TOTAL	$ 42,450.00

REFERENCES

BID NO. 2025-026

CDBG RESIDENTIAL REHABILIATION – 2509 AVENUE K

Contact Person & Title	Quinton Jink Owner
Email Address	iq.int@hotmail.com
Phone No.	786 262-8547
Company Name	IQI 1582D-39 LLC
Mailing Address	8152 NW 14th Place
City, State, Zip	Miami, Florida 33147
Type of commercial work contracted	Remodel & Repair burnt out duplex
Contact Person & Title	Johnny White owner
Email Address	Platinumhomesinvestment@gmail.com
Phone No.	305 409-3564
Company Name	Platinum Homes Investments Inc
Mailing Address	3511 NW 209th ter
City, State, Zip	Miami Gardens FL 33056
Type of commercial work contracted	Remodel & Repair burnt out house

March 13, 2025

CITY OF FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2509 AVENUE K

BID NO. 2025-026

ADDENDUM NO. 1

The purpose of this addendum is to modify the scope of work and to include a revised bid response form.

Scope of Work Modifications

The following items were added to the Scope of Work:

- **Remodel bathroom #1- install walk-in shower with grab bars, elevated toilet, replace vanity, and mirror (ADA Compliant)**
- **Replace bi-fold closet door**
- **Replace/Reframe interior bedroom**

Revised Bid Response Form

See attached the Revised Bid Response Form. This form should be used for submitting your bid response.

All other conditions of this bid remain the same.

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

Signature: Terry Coley
Manual

Signature: Terry Coley
Typed or Printed

Company Name: TEKO Investments LLC

Address: PO Box 742371

Boynton Beach FL 33474

Date: March 18, 2025

/lh

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2025

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

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

PRODUCER	CONTACT NAME: Emilio Scoccia
CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10006	PHONE (A/C, No, Ext): (646) 844-9933 FAX (A/C, No): E-MAIL ADDRESS: customer.service@coverwallet.com
INSURED Telco Investments LLC 6050 Pitch Ln Boynton Beach, FL, 33437	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Penn-Patriot Insurance Company 10121 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		RTC0001854	09/15/2024	09/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees is added as a additional insured

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division Attn:
Purchasing Division
P.O. Box 1480
Fort Pierce, FL, 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Margaret M. Raff

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City of Fort Pierce
Fort Pierce, FL 34950
772-467-3065

Certificate of Use

Business Name: TELCO INVESTMENTS LLC
DBA: DND CONSTRUCTION

Business Location: 511 N 9TH ST A
Fort Pierce, FL 34950

Owner:

License Number: CU-2025-000147

Issued Date: 2/24/2025

Expiration Date: 2/24/2026

Approved Business Use: Real Estate & Property Management Services & Building Contractor

Mailing Address: 511 N 9TH ST A
Fort Pierce, FL 34950

License Type: Certificate of Use

Classification: Home-based Certificate of Use

Fees Paid: $125.00

Linda W. Cox

Linda W. Cox, City Clerk

This certificate does not warrant that the holder is competent to perform in the business, but that the holder has provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This certificate becomes null and void if business name, location, ownership or address is changed. All certificates automatically expire if not renewed within 60 days of expiration date shown.

TO BE POSTED IN A CONSPICUOUS PLACE

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?	/	
Included proof of proper insurance as stated in bid documents.	/	
Are all the required forms listed in Section III and Section V of the Submittal Requirements complete and included?	/	
Have all prices been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	/	
Did you submit your bid electronically?		/
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)	/	
For Hard Copy Submissions Only: Bid envelope is marked accordingly.	/	
Have you made sure your corporate address matches your Sunbiz information ?	/	
Is each Bid Addendum (when issued) signed and included?	/	

PLEASE SIGN AND RETURN WITH BID Terry Coley

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	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467-3102	**Bid No: 2025-026**
Mandatory Site-Visit: **10:00 A.M, WEDNESDAY, MARCH 12, 2025**	**Bid Title: CDBG Residential Rehabilitation – 2509 Avenue K**
Mandatory Site-Visit Location: **2509 AVENUE K** **FORT PIERCE, FL 34947**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: **10:00 AM, FRIDAY, MARCH 21, 2025**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Telco Investments LLC **Mailing Address:** P.O Box 742371	*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 Terry Coley **Authorized Signature (Manual)**
City, State, Zip Code: Boynton Beach FL 33474	**Typed or Printed Name:** Terry Coley
Type of Entity (Select one): **Corporation** /LLC **Partnership** ____ **Proprietorship** ____	**Title:** MANAGER
Incorporated in the State of: New Mexico **Year:** 2013	**Delivery in** ____ **days, ARO**
Phone Number: 786-508-5400	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 80-0961875
E-Mail Address: telco_inv@yahoo.com	**Local Business:** ✓Y ___N **MWBE:** ✓Y ___N
Bid Security is attached, when required, in the amount of $ ____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, Telco Investments LLC Terry Coley, (Contractor's Name) certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Telco Investments LLC
(Contractor's Name)

Terry Coley
(Authorized Signature)

Terry Coley
(Print Name)

Manager - Contractor
(Title)

PO Box 742371
(Street and Address)

Boynton Beach FL 33474
(City, State, Zip)

City of Fort Pierce
(Recipient's Name)

Date: March 17, 2025

786-508-5410
Division Contract Number

DRUG~FREE WORKPLACE FORM

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

TELO Investments 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 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.

Terry Cole

Bidder's Signature

March 7, 2025

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

_____, being first duly sworn, deposes and says:

That he is Terry Coley
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Telco Investments LLC
(Firm Name)

By: Terry Coley

Title: Manager - Contractor

Subscribed and sworn to before me this 3

day of, 17 ,2025.

Seguinea S
Notary Public

My Commission expires: (Seal)

12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

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

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

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

by Terry Coley Manager-Controller
(Print individual's name and title)

for Telco Investments LLC

whose business address is P.O Box 742371

(If applicable) its Federal Employer Identification Number (FEIN) is 80-0961875

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

1. 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.

2. 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.

3. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Terry Coley
(Signature)

March 17, 2025
(Date)

STATE OF Florida

COUNTY OF Palm Beach

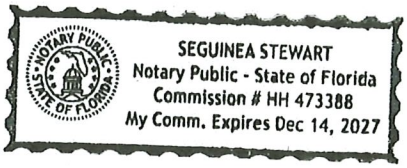
PERSONALLY APPEARED BEFORE ME, the undersigned authority Terry Coley
(Name of individual signing)

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

day 3 of 17th, 2025.

Seguinea Stewart
(NOTARY PUBLIC)

My Commission Expires: 12/14/27



E-VERIFY
AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION – 2509 AVENUE K

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: Terry Coley TCLD Investments LLC

Authorized Company Person's Signature: Terry Coley

Authorized Company Person's Title: Terry Coley

Date: March 17, 2025

STATE OF FLORIDA
COUNTY OF Palm Beach
Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 3 day of 17, 2025 by Terry Coley, who is ☐ personally known or ☐ produced identification (ID produced: drivers license).

Signature: Seguinea S (Seal)
NOTARY PUBLIC
My Commission Expires: 12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Telco Investments LLC

Respondent's Authorized Representative Name and Title: Terry Coley Manager

Address: P.O Box 742371

City: Boynton Beach State: FL Zip: 33474

Phone Number: 7865085400 Respondent FEIN: 88-0961875

Email Address: telco_investments@hotmail.com

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

Certification:

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

Certified By: Terry Coley©

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Terry Coley© Manager

Date: March 7, 2025

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

Vendor name: Telco Investments LLC

Authorized Representative's Name and Title: Terry Coley

Address: P.O Box 742371

City: Boynton Beach State: FL Zip Code: 33474

Phone Number: 786 508 5400 Email Address: telco_inv@yahoo.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: Terry Coley | Terry Coley Manager | March 17, 2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 3 day of 17, 2025 by Terry Coley, who is

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

Notary Public Signature: Seguinea S (Seal)

Print Name: Seguinea Stewart

My Commission Expires December 14, 2027 Commission Expires 12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

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.
TERRY Coley

2 Business name/disregarded entity name, if different from above
E&D Investments LLC

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.
P.O Box 742371

Requester's name and address (optional)

6 City, state, and ZIP code
Boynton Beach FL 33474

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
2 6 1 - 6 3 - 8 6 2 3

or

Employer identification number
8 0 - 0 9 6 1 8 7 5

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** ▶ Terry Coley | **Date** ▶ March 17, 2025

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.*

VENDOR CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Telco Investments LLC

Respondent's Authorized Representative Name and Title: Terry Coley Manager

Address: P.O Box 741371

City: Boynton Beach State: FL Zip: 33474

Phone Number: 786 508-5400 Respondent FEIN: 80-0961875

Email Address: telco_inv@yahoo.com

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

Certification:

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

Certified By: Terry Coley

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Terry Coley

Date: March 18, 2025

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	90
Work is guaranteed for how many years?	1
Materials are guaranteed for how many years?	1

Vendor: Telco Investments LLC

Address: P O Box 742371

City, State, Zip Code: Boynton Beach Florida 33474

Email Address: telco_investments@hotmail.com

Typed Name & Title: Terry Coley© Manager

Signature: Terry Coley© **Date:** March 18, 2025

Telephone No.: 7865866400 **Fax No.:**

(*Please include Remit to address if different than address stated above)

Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	✓
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

REVISED
BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 2509 AVENUE K		
Bid Number	2025-026	Due Date & Time	10:00AM, FRIDAY, MARCH 21, 2025

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Replace pitch roof	$ 19950.00
Remodel bathroom #1- install walk-in shower with grab bars, elevated toilet, replace vanity, and mirror (ADA Compliant)	$ 6500-00
Replace bi-fold closet door	$ 400-00
Replace/Reframe interior bedroom	2600-00
Upgrade bathroom w/walk -in shower & elevated toilet	$ 4000-00
Replace all interior doors	$ 1600-00
Replace all windows – impact	$ 6650-00
Replace all smoke detectors	$ 250-00
Repair plumbing stack vent	$ 300-00
Replace (2) exterior doors	$ 800-00
Misc. electrical repairs (light fixtures)	$ 350-00
Misc. drywall repairs	$ 450-00
Permits	$ 600-00
TOTAL	$ 42,450.00

REFERENCES

BID NO. 2025-026

CDBG RESIDENTIAL REHABILIATION – 2509 AVENUE K

Contact Person & Title	Quinton Jink Owner
Email Address	iq.int@hotmail.com
Phone No.	786 262-8547
Company Name	IQI 1582D-39 LLC
Mailing Address	8152 NW 14th Place
City, State, Zip	Miami, Florida 33147
Type of commercial work contracted	Remodel & Repair burnt out duplex
Contact Person & Title	Johnny White owner
Email Address	Platinumhomesinvestment@gmail.com
Phone No.	305 409-3564
Company Name	Platinum Homes Investments Inc
Mailing Address	3511 NW 209th terr
City, State, Zip	Miami Gardens FL 33056
Type of commercial work contracted	Remodel & Repair burnt out house

March 13, 2025

CITY OF FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2509 AVENUE K

BID NO. 2025-026

ADDENDUM NO. 1

The purpose of this addendum is to modify the scope of work and to include a revised bid response form.

Scope of Work Modifications

The following items were added to the Scope of Work:

- **Remodel bathroom #1- install walk-in shower with grab bars, elevated toilet, replace vanity, and mirror (ADA Compliant)**
- **Replace bi-fold closet door**
- **Replace/Reframe interior bedroom**

Revised Bid Response Form

See attached the Revised Bid Response Form. This form should be used for submitting your bid response.

All other conditions of this bid remain the same.

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

Signature: Terry Coleman
Manual

Signature: Terry Coleman
Typed or Printed

Company Name: TEKO Investments LLC

Address: PO Box 742371
Boynton Beach FL 33474

Date: March 18, 2025

/lh

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2025

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

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

PRODUCER

CoverWallet, Inc.
One Liberty Plaza,
Suite 3201
New York, NY 10006

CONTACT NAME: Emilio Scoccia
PHONE (A/C, No, Ext): (646) 844-9933 FAX (A/C, No):
E-MAIL ADDRESS: customer.service@coverwallet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Penn-Patriot Insurance Company	10121
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Telco Investments LLC
6050 Pitch Ln
Boynton Beach, FL, 33437

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		RTC0001854	09/15/2024	09/15/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees is added as a additional insured

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division Attn:
Purchasing Division
P.O. Box 1480
Fort Pierce, FL, 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Margaret M. Reff

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City of Fort Pierce
Fort Pierce, FL 34950
772-467-3065

Certificate of Use

Business Name: TELCO INVESTMENTS LLC
DBA: DND CONSTRUCTION

Business Location: 511 N 9TH ST A
Fort Pierce, FL 34950

Mailing Address: 511 N 9TH ST A
Fort Pierce, FL 34950

Owner:

License Number: CU-2025-000147

Issued Date: 2/24/2025

Expiration Date: 2/24/2026

License Type: Certificate of Use

Classification: Home-based Certificate of Use

Fees Paid: $125.00

Approved Business Use: Real Estate & Property Management Services & Building Contractor

Linda W. Cox

Linda W. Cox, City Clerk

This certificate does not warrant that the holder is competent to perform in the business, but that the holder has provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This certificate becomes null and void if business name, location, ownership or address is changed. All certificates automatically expire if not renewed within 60 days of expiration date shown.

TO BE POSTED IN A CONSPICUOUS PLACE

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?	/	
Included proof of proper insurance as stated in bid documents.	/	
Are all the required forms listed in Section III and Section V of the Submittal Requirements complete and included?	/	
Have all prices been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	/	
Did you submit your bid electronically?		/
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)	/	
For Hard Copy Submissions Only: Bid envelope is marked accordingly.	/	
Have you made sure your corporate address matches your Sunbiz information ?	/	
Is each Bid Addendum (when issued) signed and included?	/	

PLEASE SIGN AND RETURN WITH BID Terry Coley ©

City Commission Regular Meeting - 5:05 PM **11. C.**

Meeting Date: 07/07/2025

Re: Approval of Bid 2025-023 - CDBG Residential Rehabilitation of 2803 Avenue M

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Approval of award of Bid No. 2025-023 for CDBG Residential Rehabilitation for 2803 Avenue M, Fort Pierce, FL to Zorion LLC in an amount not to exceed $87,220.36

SUMMARY:

On February 13, 2025, the Purchasing Division received specifications to initiate a bid for the project mentioned above. The bid was advertised on February 21 and February 28, 2025, with the opening scheduled for 3:00 PM on March 21, 2025. Invitations were sent to 610 vendors. Twenty-one vendors requested the specifications, and four vendors submitted bids, resulting in a response rate of 19.05%, with no vendors indicating a "No Bid."

Telco Investments submitted the lowest bid; however, the firm did not fully comply with the insurance requirements outlined in the bid documents. As a result, we are unable to award any contracts to this firm at this time. Zorion LLC, Inc. was determined to be the most responsive bidder.

RECOMMENDATION:

Staff recommends the approval of Bid No. 2025-023 - CDBG Residential Rehabilitation of 2803 Avenue M, the second-lowest bidder Zorion LLC, Inc., in the amount not to exceed $87,220.36.

ALTERNATIVES:

Award to alternative bidder or request new bids.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:

Donnella Clarke, Grants Manager
Purchasing Division

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2023-2024
Account:	1039002
Amount:	87,220.36

OTHER INFORMATION:

Approval to award Bid No. 2025-023 for CDBG Residential Rehabilitation for 2803 Avenue M, Fort Pierce, FL to Zorion LLC in an amount not to exceed $87,220.36.

Attachments

Recommendation for Award Letter
Bid Tabulation Memo
Submittal - Zorion LLC
Submittal - D Roberts Construction LLC
Submittal - Telco Investment
Submittal - Rich's Handyman Svc
Request for Additional Information and Insurance - Telco Investments LLC

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/25/2025 09:42 AM
City Manager	Richard Chess	06/26/2025 02:18 PM
Form Started By: Donnella Clarke		Started On: 06/05/2025 04:13 PM
Final Approval Date: 06/26/2025		

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 6/16/2025

RECOMMENDATION FOR AWARD

Solicitation No: 2025-023

Solicitation Title: CDBG Residential Rehabilitation – 2803 Ave M

Solicitation Advertisement: 2/21/25- 2/28/2025

Solicitation Due Date:

Award Authority:

- [x] **City Commission**
- [x] **City Manager**
- [ ] **Purchasing Manager**
- [x] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Kimberlee Henton

Through: Donnella Clarke

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: Zorion LLC

Initial Term Amount: $87,220.36

Contract Terms, if applicable:

Award is based on the following concurrence (s):

On February 13, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on February 21 and February 28, 2025, with a scheduled opening at 3:00 PM on March 21, 2025. The invitation was sent to 610 vendors. Twenty-one (21) vendors requested specifications with four (4) responding (19.05%) plus 0 “No Bid” (19.05% total response).

Telco Investments submitted the lowest bid; however, the firm did not fully comply with the insurance requirements outlined in the bid documents. Therefore, we are unable to proceed with awarding any contracts to this firm at this time. Zorion LLC, Inc., was determined to be the most responsive bid.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Kimberlee Henton, Reporting and Grants Specialist**

FROM: **LaTonya Hubbard, Purchasing Agent,** *LaTonya Hubbard*

SUBJECT: **Bid No. 2025-023 – CDBG Residential Rehabilitation 2803 Avenue M**

DATE: **March 31, 2025**

On February 13, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on February 21 and February 28, 2025, with a scheduled opening at 3:00 PM on March 21, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached is the Tabulation Sheet and the Submittal Response Checklist for the above referenced bid. In total, three (3) submissions were received electronically, and one (1) was received hand-delivered. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 610 vendors. Twenty-one (21) vendors requested specifications with four (4) responding (19.05%) plus 0 "No Bid" (19.05% total response).

Please be advised that during initial review of the submittals, the following findings need to be brought to your attention:

- Telco Investments, Inc. – the vendor provided proof of insurance but failed to provide a letter from their insurance agent/broker attesting that the bidder, if awarded the project, can obtain such insurance. A formal letter was sent to the firm via email requesting the attestation from their insurance company on Thursday, March 27, 2025. A copy of the letter is attached.
- There is a discrepancy regarding the Bid Response Form submission from Rich's Handyman Service. The written amount submitted was $99,129.72; however, upon calculation, the total amount came to $100,329.72. As a result, the amount of $100,329.72 is the amount reflected on the bid tabulation.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's – Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **May 19, 2025**, which is the expiration date of the bid and responses.

/lh

cc: Donnella Clerk, Grants Manager
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M**
BID NUMBER:	**2025-023**
OPENING DATE:	3/19/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
4 of 21 = 19.05%
0 "No Bids"
Total = 19.05%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	TOTAL BID PRICE
Telco Investments, LLC *Boynton Beach, FL*	**$59,087.00**
Zorion LLC *Vero Beach, FL*	**$87,220.36**
D. Roberts Construction, LLC *Stuart, FL*	**$94,142.77**
Rich's Handyman Service *Fort Pierce, FL*	**$100,329.72**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD

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	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	**Bid No:** 2025-023
Mandatory Site-Visit: 10:00 A.M, THURSDAY, MARCH 6, 2025	**Bid Title:** CDBG Residential Rehabilitation – 2803 Avenue M
Mandatory Site-Visit Location: 2803 AVENUE M, FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, MARCH 19, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Zorion LLC **Mailing Address:** 1876 11th ct SW ~~Vero Beach, FL 32962~~	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Vero Beach, FL, 32962	**Typed or Printed Name:** Daniel Irving
Type of Entity (Select one): Corporation Partnership ✓ Proprietorship	**Title:** Managing Member
Incorporated in the State of: FL **Year:** 2024	**Delivery in** 90 **days, ARO**
Phone Number: (772) 708-6712	**Payment Terms:** Net 30 Days
Fax Number:	**FEIN or SS Number:** 93-4453552
E-Mail Address: zorianLLC@outlook.com	**Local Business:** ✓ Y ___ N **MWBE:** ✓ Y ___ N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, Zorion LLC,
(Contractor's Name)
certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Zorion LLC
(Contractor's Name)

City of Fort Pierce
(Recipient's Name)

(Authorized Signature)

Date: 3/18/2025

Daniel Irving
(Print Name)

Managing Member
(Title)

Division Contract Number

1875 11th Ct SW
(Street and Address)

Vero Beach, FL, 32962
(City, State, Zip)

Materials are guaranteed for how many years?	1yr

Bid Response Form
Page 2 of 2

Vendor: Zorion LLC

Address: 1875 11th Ct SW

City, State, Zip Code: Vero Beach, FL, 32962

Email Address: ZorionLLC@outlook.com

Typed Name & Title: Daniel Irving - Managing Member

Signature: _____ Date: 3/18/25

Telephone No.: (772) 708-6772 Fax No.: _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	✓
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

REVISED
BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M		
Bid Number	2025-023	Due Date & Time	3:00PM, WEDNESDAY, MARCH 19, 2025

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Repair bathroom – ADA compliant	$ 12,680.20
Replace main entry door	$ 1,430.00
Replace 2 exterior doors	$ 2,200.00
Replace patch/flat roof	$ 27,000.00
Misc. wood trim/drywall repair (include bullet hold impression)	$ 498.88
Replace garage door and opener	$ 4,290.00
Replace 12-impact windows	$ 18,500.00
Replace wall condition/engineer (rear porch)	$ 3,500.00
Replace 2 sliding doors – impact	$ 9,500.00
Replace 2 interior doors	$ 900.00
Install doorbell	$ 53.66
Remove wood siding with stucco	$ 2,500.00
Replace front entry light fixture	$ 83.81
Replace rear entry light fixture	$ 83.81
Repair ceiling and drywall damage from roof leak	$ 2,500.00
Permits	$ 1500.00
	$
TOTAL	$ 87,220.36

Please respond to the following questions:

This project will be completed within how many calendar days after the *notice to proceed is issued.*	90 days
Work is guaranteed for how many years?	1yr

March 13, 2025

CITY OF FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M

BID NO. 2025-023

ADDENDUM NO. 1

The purpose of this addendum is to modify the scope of work and to include revised bid response form.

Scope of Work Modifications

The following items were added to the Scope of Work:

- **Replace front entry light fixture**
- **Replace rear entry light fixture**
- **Repair ceiling and drywall damage from roof leak**

Revised Bid Response Form

See attached the Revised Bid Response Form. This form should be used for submitting your bid response.

All other conditions of this bid remain the same.

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

Signature: _____ Date: 3/18/25
Manual

Signature: _____
Typed or Printed

Company Name: Zorion LLC

Address: 1875 11th ct SW Vero beach, FL 32962

DRUG~FREE WORKPLACE FORM

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

Zorian 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.

Proposer's Signature

12/19/2024

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Saint Lucie

Daniel Irving, being first duly sworn, deposes and says:

That he is Partner/Managing Member
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Zorion LLC
(Firm Name)

By: Daniel Irving

Title: Partner/Managing Member

Subscribed and sworn to before me this 19

day of, December 2024.

Jeannette Orsini
Notary Public

My Commission expires: (Seal)

Sept. 12, 2028

JEANNETTE ORSINI
Notary Public - State of Florida
Commission # HH 592685
My Comm. Expires Sep 12, 2028

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Daniel Iring Partner / Managing Member
(Print individual's name and title)
for Zorian LLC
whose business address is 1875 11th Court SW, Vero Beach, FL 32962
(If applicable) its Federal Employer Identification Number (FEIN) is 93-4453552

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

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

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
(Signature)

12/19/2024
(Date)

STATE OF Florida

COUNTY OF Osceola

PERSONALLY APPEARED BEFORE ME, the undersigned authority Daniel Irving
(Name of individual signing)

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

day 19 of December, 2024.

JEANNETTE ORSINI
Notary Public - State of Florida
Commission # HH 592685
My Comm. Expires Sep 12, 2028

Jeannette Orsini
(NOTARY PUBLIC)

My Commission Expires: Sept. 12, 2028

E-VERIFY
AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION — 2803 AVENUE M

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: Zorian LLC

Authorized Company Person's Signature: [signature]

Authorized Company Person's Title: Partner / Managing Member

Date: 12/19/2024

STATE OF FLORIDA
COUNTY OF Osceola

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 19 day of December, 2024 by Daniel Irving, who is ☐ personally known or ☒ produced identification (ID produced: Florida Driver License).

Signature: [signature] (Seal)

NOTARY PUBLIC

My Commission Expires: Sept. 12, 2028

JEANNETTE ORSINI
Notary Public - State of Florida
Commission # HH 592685
My Comm. Expires Sep 12, 2028

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

Vendor name: Zorian LLC

Authorized Representative's Name and Title: Daniel Irving Partner/Managing Member

Address: 1875 11th court SW

City: Vero Beach State: FL Zip Code: 32962

Phone Number: (772)708-6772 Email Address: Zorionllc@outlook.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: _____ Daniel Irving Partner/Managing Member 12/19/2024

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Osceola

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

this 19 day of December, 2024 by Daniel Irving, who is

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

Notary Public Signature: Jeannette Orsini (Seal)

Print Name: Jeannette Orsini My Commission Expires: Sept. 12, 2028

JEANNETTE ORSINI
Notary Public - State of Florida
Commission # HH 592685
My Comm. Expires Sep 12, 2028

REFERENCES

BID NO. 2025-010

CDBG RESIDENTIAL REHABILITATION OF 2803 AVENUE M

Contact Person & Title	Roderick Waller
Email Address	rodwaller1@gmail.com
Phone No.	(772) 201-2850
Company Name	Sunrise city community Housing development Org Inc.
Mailing Address	PO Box
City, State, Zip	Fort Pierce, FL, 34948
Type of commercial work contracted	General Contracting
Contact Person & Title	Benjamin Tarver - Project Manager
Email Address	Betarver@wgyates.com
Phone No.	(901) 487-7903
Company Name	Yates Construction
Mailing Address	22 Century Boulevard suite 140
City, State, Zip	Nashville, TN 37214
Type of commercial work contracted	Managed Install of commercial packing equipment

REFERENCES

BID NO. 2025-010

CDBG RESIDENTIAL REHABILITATION OF 2803 AVENUE M

Contact Person & Title	Philip Blalock – Project Manager
Email Address	pblalock@sametcorp.com
Phone No.	(704) 718-0306
Company Name	Samet Corp.
Mailing Address	5430 Wade Park Blvd suite 110
City, State, Zip	Raleigh, NC 27607
Type of commercial work contracted	Managed install of commercial Packing equipment
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

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.	✓	
Are all of the Required forms complete and included?	✓	
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?	✓	
Did you submit your bid electronically?	✓	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	✓	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID _____

Bid Clarification

To the City of Fort Pierce Purchasing Department:

We realize that the certificate of insurance included does not include the workers compensation or automobile insurance that as needed as noted in the invitation to bid. We are working with our insurance provider and will provide proof of all insurance required before start of work. Please let us know if any other clarifications are needed for this bid package.

Best,

Daniel Irving-Partner/Managing Member

Zorion LLC

1875 11th Ct SW

Vero Beach, FL 32962

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

IRVING, DANIEL

ZORION LLC
1875 11CT SW
VERO BEACH FL 32962

LICENSE NUMBER: CGC1536058

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Zorion LLC

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☑ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

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

1875 11th Ct SW

Requester's name and address (optional)

6 City, state, and ZIP code

Vero Beach, FL 32962

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	3	–	4	4	5	3	5	5	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** [signature] **Date** 3/14/2025

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Zorion LLC

Respondent's Authorized Representative Name and Title: Daniel Irving

Managing Member

Address: 1875 11th Ct SW

City: Vero Beach State: FL Zip: 32962

Phone Number: (772) 708-6772 Respondent FEIN: 93-4453562

Email Address: ZorionLLC@outlook.com

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

Certification:

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2025

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

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

PRODUCER	CONTACT NAME:		
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : State National Insurance Company, Inc.		12831
INSURED Zorion LLC 1875 11ct sw Vero Beach, FL 32962	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES — CERTIFICATE NUMBER: 929377422 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTDR7YTP9-01-GL	03/13/2025	03/13/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXTDR7YTP9-01-GL	03/13/2025	03/13/2026	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

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

The Certificate Holder is St. Lucie County. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. NEXT will endeavor to provide this Certificate Holder with written notice of cancellation 30 days in advance for any of the following policies: General Liability. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

St. Lucie County
2300 Virginia Ave
Fort Pierce, FL 34982

LIVE CERTIFICATE
Click or scan to view

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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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	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	**Bid No: 2025-023**
Mandatory Site-Visit: 10:00 A.M, THURSDAY, MARCH 6, 2025	**Bid Title: CDBG Residential Rehabilitation – 2803 Avenue M**
Mandatory Site-Visit Location: 2803 AVENUE M, FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, MARCH 19, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: D. Roberts Construction LLC. **Mailing Address:** 2009 S.E. MADISON ST., 	*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: STUART FL 34997	Typed or Printed Name: DARWESHI ROBERTS
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: CEO
Incorporated in the State of: FL Year: 2017	Delivery in 90 days, ARO
Phone Number: (772) 205-5410	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 82-2433719
E-Mail Address: INFO@DROBERTSCD.COM	Local Business: ___Y X N MWBE: ___Y X N
Bid Security is attached, when required, in the amount of $ N/A F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, **D. Roberts Construction LLC** (Contractor's Name), certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

D. Roberts Construction LLC
(Contractor's Name)

City of Fort Pierce
(Recipient's Name)

(Authorized Signature)

Date: March 17, 2025

Darweshi Roberts
(Print Name)

CEO
(Title)

2025-023
Division Contract Number

2009 S.E. MADISON ST.
(Street and Address)

STUART, FL 34997
(City, State, Zip)

DRUG~FREE WORKPLACE FORM

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

D. ROBERTS 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.

Proposer's Signature

March 17, 2025

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Martin

Darweshi Roberts, being first duly sworn, deposes and says:

That he is CEO
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

D. Roberts Construction LLC
(Firm Name)

By: Darweshi Roberts DR

Title: CEO

Subscribed and sworn to before me this 19 day of, March, 2025.

Notary Public

My Commission expires: (Seal)

June 3, 2025

Chandra Hawkins-Jewett
Comm.: HH 137996
My Commission Expires:
June 3, 2025

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by **Darweshi Roberts, CEO**
(Print individual's name and title)

for **D. Roberts Construction LLC**

whose business address is **2009 S.E. MADISON ST. STUART, FL 34997**

(If applicable) its Federal Employer Identification Number (FEIN) is **82-2433719**

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

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

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

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

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(Signature)

March 17, 2025

(Date)

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority Darweshi Roberts
(Name of individual signing)

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

day 19 of March, 2025.

Chandra Hawkins-Jewett
Comm.: HH 137598
My Commission Expires:
June 3, 2025

(NOTARY PUBLIC)

My Commission Expires: June 3, 2025

E-VERIFY
AFFIRMATION STATEMENT

Description: **CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M**

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: **D. Roberts Construction LLC**

Authorized Company Person's Signature: D R

Authorized Company Person's Title: **CEO**

Date: **March 17, 2025**

STATE OF FLORIDA
COUNTY OF **Martin**
Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 19 day of March, 2025 by Daruleshi Roberts, who is ☑ personally known or ☐ produced identification (ID produced: FL ID).

Signature: Chandra Hawkins-Jewett (Seal)
NOTARY PUBLIC
My Commission Expires: June 3, 2025

Chandra Hawkins-Jewett
Comm.: HH 137588
My Commission Expires:
June 3, 2025

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: **D. Roberts Construction LLC**

Respondent's Authorized Representative Name and Title: **Darweshi Roberts / CEO**

Address: **2009 S.E. MADISON ST.**

City: **STUART** State: **FL** Zip: **34997**

Phone Number: **(772) 205-5410** Respondent FEIN: **82-2433719**

Email Address: **Info@drobertscd.com**

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

Certification:

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

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

Vendor name: **D. Roberts Construction LLC**

Authorized Representative's Name and Title: **Darweshi Roberts/ CEO**

Address: **2009 S.E. MADISON ST.**

City: **STUART** State: **FL** Zip Code: **34997**

Phone Number: **(772) 205-5410** Email Address: **Info@Drobertscd.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: _____ **Darweshi Roberts / CEO** **March 17, 2025**

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Martin

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

this 19 day of March, 2025 by Darweshi Roberts, who is

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

Notary Public Signature: _____ (Seal)

Print Name: Chandra Hawkins-Jewett

My Commission Expires June 3, 2025

NOTARY PUBLIC STATE OF FLORIDA

Chandra Hawkins-Jewett
Comm.: HH 137598
My Commission Expires:
June 3, 2025

REFERENCES

BID NO. 2025-023

CDBG RESIDENTIAL REHABILIATION – 2803 AVENUE M

Contact Person & Title	**Frank Kendrick / CEO /General Contractor**
Email Address	**FKendrick@NuJak.Com**
Phone No.	**863-686-1565**
Company Name	**NuJak Companies Inc.**
Mailing Address	**122 E. Main St. #103**
City, State, Zip	**Lakeland FL 33801**
Type of commercial work contracted	**Interior Renovations, Sitework, Concrete**
Contact Person & Title	**Clifford Moore / CEO / General Contractor**
Email Address	**cmoore@journeycdg.com**
Phone No.	**O 954 368 7700, M 561 320 2566**
Company Name	**Journey C&D Group**
Mailing Address	**1147 NE 7th Ave**
City, State, Zip	**Fort Lauderdale FL, 33304**
Type of commercial work contracted	**Interior Renovations, Sitework, Concrete**

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

D Roberts Construction LLC

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

2009 SE Madison St

Requester's name and address (optional)

6 City, state, and ZIP code

Stuart, Fl. 34997

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

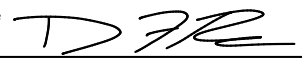
8	2	–	2	4	3	3	7	1	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person**  **Date** 3.17.25

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

REVISED
BID RESPONSE FORM

Bid Item	**CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M**		
Bid Number	**2025-023**	**Due Date & Time**	**3:00PM, WEDNESDAY, MARCH 19, 2025**

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Repair bathroom – ADA compliant	$ **12,127.02**
Replace main entry door	$ **4,993.89**
Replace 2 exterior doors	$ **0.00**
Replace patch/flat roof **Replace entire roof**	$ **30,821.11**
Misc. wood trim/drywall repair (include bullet hold impression)	$ **1,070.12**
Replace garage door and opener	$ **3,995.11**
Replace 12-impact windows	$ **13,085.00**
Replace wall condition/engineer (rear porch)	$ **7,847.54**
Replace 2 sliding doors – impact	$ **7,134.13**
Replace 2 interior doors	$ **570.73**
Install doorbell	$ **428.04**
Remove wood siding with stucco	$ **4,993.89**
Replace front entry light fixture	$ **428.04**
Replace rear entry light fixture	$ **428.04**
Repair ceiling and drywall damage from roof leak	$ **1,070.11**
Permits	$ **500**
Bond (estimated cost)	$ **4,650**
TOTAL	$ **94,142.77**

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	
Work is guaranteed for how many years?	**1-Year Workmenship**

Materials are guaranteed for how many years? Varies Based on Product	Manufacturers Warranty

Vendor: D. Roberts Construction LLC.

Address: 2009 S.E. MADISON ST.

City, State, Zip Code: STUART, FL 34997

Email Address: Info@DRobertsCD.com

Typed Name & Title: Darweshi Roberts / CEO

Signature: _____ Date: March 17, 2025

Telephone No.: (772) 205-5410 Fax No.: _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	x
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

March 13, 2025

CITY OF FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M

BID NO. 2025-023

ADDENDUM NO. 1

The purpose of this addendum is to modify the scope of work and to include revised bid response form.

Scope of Work Modifications

The following items were added to the Scope of Work:

- **Replace front entry light fixture**
- **Replace rear entry light fixture**
- **Repair ceiling and drywall damage from roof leak**

Revised Bid Response Form

See attached the Revised Bid Response Form. This form should be used for submitting your bid response.

All other conditions of this bid remain the same.

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

Signature: _____ Date: **March 17, 2025**
Manual

Signature: **Darweshi Roberts**
Typed or Printed

Company Name: **D. Roberts Construction LLC**

Address: **2009 S.E. MADISON ST. STUART, FL 34997**

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed, and attached?	x	
Include proof of proper insurance as stated in bid documents.	x	
Are all of the Required forms complete and included?	x	
Is Bid Response Form completed, signed, and attached?	x	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	x	
Did you submit your bid electronically?	x	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	x	
Is each Bid Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH BID_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2025

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

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

PRODUCER	CONTACT NAME: Acch Insurance Agency LLC
ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731	PHONE (A/C, No, Ext): (772) 985-5265 FAX (A/C, No): 772-408-5501 E-MAIL ADDRESS: acchinsagency@hotmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Palms Insurance Company Limited	056454
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
D Roberts Construction LLC
2009 SE Madison Street
Stuart, FL 34997

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	x COMMERCIAL GENERAL LIABILITY CLAIMS-MADE x OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: x POLICY PRO-JECT LOC OTHER:	x		PCC000662	02/16/2025	02/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Proof of insurance for the above mentioned named insured.

CERTIFICATE HOLDER

The City of Fort Pierce Building Dept
100 N. U.S. Highway
Fort Pierce, FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <AH>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2025

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PRODUCER	CONTACT NAME: Acch Insurance Agency LLC
ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731	PHONE (A/C, No, Ext): (772) 985-5265 FAX (A/C, No): 772-408-5501 E-MAIL ADDRESS: acchinsagency@hotmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Palms Insurance Company Limited	056454
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
D Roberts Construction LLC
2009 SE Madison Street
Stuart, FL 34997

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	x COMMERCIAL GENERAL LIABILITY CLAIMS-MADE x OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: x POLICY PRO-JECT LOC OTHER:	x		PCC000662	02/16/2025	02/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Proof of insurance for the above mentioned named insured.

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CANCELLATION

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AUTHORIZED REPRESENTATIVE <AH>

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MARTIN COUNTY BUSINESS TAX RECEIPT

2024 / 2025

EXPIRES: September 30, 2025

Account #: 20185130837

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 2009 SE MADISON ST
Business Phone: (772)205-5410
NAICS Code: 236115
State License: CGC1525915
Business Description:
BUILDING CONTRACTOR (CERT GENERAL CONTRACTOR)

Business Name	D ROBERTS CONSTRUCTION, LLC
Business DBA	
Owner Name	ROBERTS, DARWESHI

D ROBERTS CONSTRUCTION, LLC
2009 SE MADISON ST
STUART, FL 34997

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **10/02/2024**
Receipt Number
INT-24-00001372

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
0.00	0.00	0.00	0.00	0.00	0.00

Ruth Pietruszewski · Martin County Tax Collector

Website: MartinTaxCollector.com
3485 SE Willoughby Blvd. Stuart, FL 34994
Phone: (772)288-5600

To renew your Business Tax Receipt, visit our payment menu at martintaxcollector.com.

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A $250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website https://martintaxcollector.com/local-business-tax/ for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

State of Florida

Minority & Veteran Business Certification

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

to

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROBERTS, DARWESHI FERNANDO SR

D ROBERTS CONSTRUCTION LLC
2009 SE MADISON ST
STUART FL 34997

LICENSE NUMBER: CGC1525915

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	**Bid No:** 2025-023
Mandatory Site-Visit: 10:00 A.M, THURSDAY, MARCH 6, 2025	**Bid Title:** CDBG Residential Rehabilitation – 2803 Avenue M
Mandatory Site-Visit Location: 2803 AVENUE M, FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, MARCH 19, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Telco Investments LLC **Mailing Address:** P.O Box 742371	*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 Terry Coley **Authorized Signature (Manual)**
City, State, Zip Code: Boynton Beach FL 33474	**Typed or Printed Name:** Terry Coley
Type of Entity (Select one): Corporation LLC Partnership Proprietorship	**Title:** Manager
Incorporated in the State of: New Mexico **Year:** 2013	**Delivery in** _____ **days, ARO**
Phone Number: 786 508-5401	**Payment Terms:** Net 30 Days
Fax Number:	**FEIN or SS Number:** 80-0961875
E-Mail Address: telco_inv@yahoo.com	**Local Business:** /Y ___N **MWBE:** /Y ___N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, Terry Coley©, (Contractor's Name) certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Terry Coley©
(Contractor's Name)

Terry Coley©
(Authorized Signature)

Terry Coley©
(Print Name)

Manager
(Title)

P O Box 742371
(Street and Address)

Boynton Beach FL 33474
(City, State, Zip)

City of Fort Pierce
(Recipient's Name)

Date: March 14, 2025

Division Contract Number

DRUG~FREE WORKPLACE FORM

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

Telco Investments 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.

Terry Coley

Proposer's Signature

March 16, 2025

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

Terry Coley ©, being first duly sworn, deposes and says:

That he is Manager
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Telco Investments LLC
(Firm Name)

By: Terry Coley ©

Title: Manager

Subscribed and sworn to before me this 3

day of , 17 ,20 25 .

Notary Public

My Commission expires: (Seal)

12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

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

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

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

by Terry Coley Manager
(Print individual's name and title)

for Telco Investments LLC

whose business address is P.O. Box 741371 Boynton Beach FL 33474

(If applicable) its Federal Employer Identification Number (FEIN) is 80-0961875

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

1. 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.

2. 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.

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

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Terry Coleop
(Signature)

March 14, 2025
(Date)

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority Terry Coley
(Name of individual signing)

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

day 3 of 17, 20 25.

Seguinea S
(NOTARY PUBLIC)

My Commission Expires: 12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

E-VERIFY
AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: Telco Investments LLC

Authorized Company Person's Signature: Terry Coley

Authorized Company Person's Title: Manager

Date: March 18, 2025

STATE OF FLORIDA
COUNTY OF Palm Beach
Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 3 day of 17, 2025 by Terry Coley, who is ☐ personally known or ☑ produced identification (ID produced: driverslicense).

Signature: _____ (Seal)
NOTARY PUBLIC
My Commission Expires: 12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Terry Coley© Telco Investments LLC

Respondent's Authorized Representative Name and Title: Terry Coley© Manager

Address: P.O. Box 741371

City: Boynton Beach State: FL Zip: 33474

Phone Number: 786-508-5400 Respondent FEIN: 80-0961875

Email Address: telco_invg@yahoo.com

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

Certification:

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

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

Vendor name: Telco Investments LLC

Authorized Representative's Name and Title: Terry Coley© Manager

Address: P.O Box 742371 ~~Boynton~~

City: Boynton Beach State: Florida Zip Code: 33474

Phone Number: 786-508-5400 Email Address: telco_investments@yahoo.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: Terry Coley©	Terry Coley Manager	March 16, 2025
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 3 day of 17, 2025 by Terry Coley, who is

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

Notary Public Signature: _____ (Seal)

Print Name: Seguinea Stewart

My Commission Expires 12/14/27

SEGUINEA STEWART
Notary Public - State of Florida
Commission # HH 473388
My Comm. Expires Dec 14, 2027

REFERENCES

BID NO. 2025-023

CDBG RESIDENTIAL REHABILIATION – 2803 AVENUE M

Contact Person & Title	Quinton Sink Owner
Email Address	iq.iwt@hotmail.com
Phone No.	786 262-8597
Company Name	IQI 15820-39 LLC
Mailing Address	8152 NW 14th Place
City, State, Zip	Miami, Florida 33147
Type of commercial work contracted	Remodel & Repair burnt out duplex
Contact Person & Title	Johnny White Owner
Email Address	Platinumhomesinvestment@gmail.com
Phone No.	305 409-3504
Company Name	Platinum Homes Investments Inc
Mailing Address	3511 NW 209th Ter
City, State, Zip	Miami Gardens FL 33056
Type of commercial work contracted	Remodel & Repair burnt out house.

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.
Telco Investments 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) ▶ _____

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
2 6 1 - 6 3 - 8 6 2 3

or

Employer identification number
8 0 - 0 9 6 1 8 7 5

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** ▶ Terry Cole | **Date** ▶ March 16, 2025

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.*

March 13, 2025

CITY OF FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M

BID NO. 2025-023

ADDENDUM NO. 1

The purpose of this addendum is to modify the scope of work and to include revised bid response form.

Scope of Work Modifications

The following items were added to the Scope of Work:

- **Replace front entry light fixture**
- **Replace rear entry light fixture**
- **Repair ceiling and drywall damage from roof leak**

Revised Bid Response Form

See attached the Revised Bid Response Form. This form should be used for submitting your bid response.

All other conditions of this bid remain the same.

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

Signature: Terry Coley Date: March 16, 2025
Manual

Signature: Terry Coley
Typed or Printed

Company Name: Telco Investments LLC

Address: P.O Box 742371 Boynton Beach FL 33474 mailing address

REVISED

BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M		
Bid Number	2025-023	Due Date & Time	3:00PM, WEDNESDAY, MARCH 19, 2025

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Repair bathroom – ADA compliant	$ 6500.00
Replace main entry door	$ 3497.00
Replace 2 exterior doors	$ 1100.00
Replace patch/flat roof	$ 21365.00
Misc. wood trim/drywall repair (include bullet hold impression)	$ 1200.00
Replace garage door and opener	$ 5066.00
Replace 12-impact windows	$ 6418.00
Replace wall condition/engineer (rear porch)	$ 1500.00
Replace 2 sliding doors – impact	$ 5770.00
Replace 2 interior doors	$ 996.00
Install doorbell	$ 175.00
Remove wood siding with stucco	$ 3500.00
Replace front entry light fixture	$ 175.00
Replace rear entry light fixture	$ 175.00
Repair ceiling and drywall damage from roof leak	$ 400.00
Permits	$ 600.00
Performance Bond	$ 658.00
TOTAL	$ ~~58437.00~~ 59,087.00

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	90
Work is guaranteed for how many years?	1

Materials are guaranteed for how many years?	1

Bid Response Form
Page 2 of 2

Vendor: Telco Investments LLC

Address: P.O Box 742371

City, State, Zip Code: Boynton Beach Florida 33474

Email Address: telco_invest@yahoo.com

Typed Name & Title: Terry Coley © Manager

Signature: Terry Coley © **Date:** March 10, 2025

Telephone No.: 786-508-5400 **Fax No.:**

(*Please include Remit to address if different than address stated above)

Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	/
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2025

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

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

PRODUCER	CONTACT NAME: Emilio Scoccia	
CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10006	PHONE (A/C, No, Ext): (646) 844-9933	FAX (A/C, No):
	E-MAIL ADDRESS: customer.service@coverwallet.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Penn-Patriot Insurance Company	10121
INSURED Telco Investments LLC 6050 Pitch Ln Boynton Beach, FL, 33437	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		RTC0001854	09/15/2024	09/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees is added as a additional insured

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division Attn:
Purchasing Division
P.O. Box 1480
Fort Pierce, FL, 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Margaret M. Raff

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City of Fort Pierce
Fort Pierce, FL 34950
772-467-3065

Certificate of Use

Business Name: TELCO INVESTMENTS LLC
DBA: DND CONSTRUCTION

Business Location: 511 N 9TH ST A
Fort Pierce, FL 34950

Mailing Address: 511 N 9TH ST A
Fort Pierce, FL 34950

Owner:

License Number: CU-2025-000147

License Type: Certificate of Use

Issued Date: 2/24/2025

Classification: Home-based Certificate of Use

Expiration Date: 2/24/2026

Fees Paid: $125.00

Approved Business Use: Real Estate & Property Management Services & Building Contractor

Linda W. Cox

Linda W. Cox, City Clerk

This certificate does not warrant that the holder is competent to perform in the business, but that the holder has provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This certificate becomes null and void if business name, location, ownership or address is changed. All certificates automatically expire if not renewed within 60 days of expiration date shown.

TO BE POSTED IN A CONSPICUOUS PLACE

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.	✓	
Are all of the Required forms complete and included?	✓	
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?	✓	
Did you submit your bid electronically?		✓
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.	✓	
Have you made sure your corporate address matches your Sunbiz information ?		
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Terry Cole

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	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	**Bid No:** 2025-023
Mandatory Site-Visit: 10:00 A.M, THURSDAY, MARCH 6, 2025	**Bid Title:** CDBG Residential Rehabilitation – 2803 Avenue M
Mandatory Site-Visit Location: 2803 AVENUE M, FORT PIERCE, FL 34947	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, MARCH 19, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.
Bidder Name: Rich's Handyman Service **Mailing Address:** 802 N 29th st	*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 Junette Eliassaint Fresolone **Authorized Signature (Manual)**
City, State, Zip Code: Fort Pierce, FL 34947	**Typed or Printed Name:** Junette Eliassaint Fresolone
Type of Entity (Select one): Corporation ____ Partnership ____ Proprietorship ✓	**Title:** COO
Incorporated in the State of: FL **Year:** 2020	**Delivery in** ____ **days, ARO**
Phone Number: 863-697-1777	**Payment Terms:** Net 30 Days
Fax Number:	**FEIN or SS Number:** 85-3121260
E-Mail Address: jeliassaint@bespokedevelopmentinc	**Local Business:** ✓Y ___N **MWBE:** ___Y ✓N
Bid Security is attached, when required, in the amount of $ ____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2025

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

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

PRODUCER
Verifly Insurance Services, LLC DBA Thimble Insurance Services
174 West 4th Street, Suite 204
New York, NY 10014
https://support.thimble.com/

CONTACT NAME: THIMBLE https://support.thimble.com/
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: support@thimble.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Specialty Insurance Company	22608
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F : https://www.thimble.com/check-policy-status/	

INSURED
Bespoke Development, LLC
802 N 29th St, Fort Pierce, FL, 34947
JEliassaint@bespokedevelopment.info

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	IBL-PKT2TH4JN	04/15/2024 11:37 AM EDT	04/15/2025 11:37 AM EDT	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$
								$
								$

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

WARNING: THE GL POLICY IS NOT A COMPLETION BOND. IT PROVIDES COVERAGE FOR BODILY INJURY, PROPERTY DAMAGE, AND PERSONAL AND ADVERTISING INJURY. IT DOES NOT GUARANTEE THE COMPLETION OF WORK BY A CONTRACTOR.

(con't on form Acord 101)

CERTIFICATE HOLDER
City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JEliassaint@bespokedevelopment.info

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY Verifly Insurance Services, LLC DBA Thimble Insurance Services	NAMED INSURED Bespoke Development, LLC 802 N 29th St, Fort Pierce, FL, 34947 JEliassaint@bespokedevelopment.info
POLICY NUMBER IBL-PKT2TH4JN	
CARRIER National Specialty Insurance Company — NAIC CODE 22608	EFFECTIVE DATE: 04/15/2024 11:37 AM EDT

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations (con't)

Episodic Coverage (THSN CG 02 04 02 21) for policy number IBL-PKT2TH4JN until 04/15/2026 11:37 AM EDT

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City of Fort Pierce
Fort Pierce, FL 34950
772-467-3065

Certificate of Use

Business Name: Bespoke Development LLC
DBA: Rich's Handyman Service

Business Location: 802 N 29TH ST
Fort Pierce, FL 34947

Owner: Richard Fresolone

License Number: CU-2025-000047

Issued Date: 1/21/2025

Expiration Date: 1/21/2026

Approved Business Use: State Certified Residential Contractor

Mailing Address: 802 N 29TH ST
Fort Pierce, FL 34947

License Type: Certificate of Use

Classification: Home-based Certificate of Use

Fees Paid: $125.00

Linda W. Cox

Linda W. Cox, City Clerk

This certificate does not warrant that the holder is competent to perform in the business, but that the holder has provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This certificate becomes null and void if business name, location, ownership or address is changed. All certificates automatically expire if not renewed within 60 days of expiration date shown.

TO BE POSTED IN A CONSPICUOUS PLACE

REVISED
BID RESPONSE FORM

Bid Item	CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M		
Bid Number	2025-023	Due Date & Time	3:00PM, WEDNESDAY, MARCH 19, 2025

This project should be bid on according to the housing rehabilitation specifications. 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:

ITEM DESCRIPTION	TOTAL COST
Repair bathroom – ADA compliant	$ 10,000
Replace main entry door	$ 5,700
Replace 2 exterior doors	$ 4,000
Replace patch/flat roof	$ 21,000
Misc. wood trim/drywall repair (include bullet hold impression)	$ 1,500
Replace garage door and opener	$ 7,000
Replace 12-impact windows	$ 14,400
Replace wall condition/engineer (rear porch)	$ 9,000
Replace 2 sliding doors – impact	$ 9,029.72
Replace 2 interior doors	$ 2,500
Install doorbell	$ 1,200
Remove wood siding with stucco	$ 10,100
Replace front entry light fixture	$ 600
Replace rear entry light fixture	$ 600
Repair ceiling and drywall damage from roof leak	$ 1,200
Permits	$ 2,500
	$
TOTAL	$ 99,129.72

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	60
Work is guaranteed for how many years?	1 year

March 13, 2025

CITY OF FORT PIERCE

CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M

BID NO. 2025-023

ADDENDUM NO. 1

The purpose of this addendum is to modify the scope of work and to include revised bid response form.

Scope of Work Modifications

The following items were added to the Scope of Work:

- **Replace front entry light fixture**
- **Replace rear entry light fixture**
- **Repair ceiling and drywall damage from roof leak**

Revised Bid Response Form

See attached the Revised Bid Response Form. This form should be used for submitting your bid response.

All other conditions of this bid remain the same.

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

Signature: Junette Eliassaint Fresdane Date: 3-19-25
Manual

Signature: Junette Eliassaint Fresdane
Typed or Printed

Company Name: Rich's Handyman Service

Address: 802 N 29th St, Fort Pierce, FL 34947

Materials are guaranteed for how many years?	Per manufacturer's warranty

Bid Response Form
Page 2 of 2

Vendor: Rich's Handyman Service

Address: 802 N 29th st

City, State, Zip Code: Fort Pierce, FL 34947

Email Address: jeliassaint@BesporeDevelopment.info

Typed Name & Title: Junette Eliassaint Fresolone, COO

Signature: Junette Eliassaint Fresolone **Date:** 3-19-2025

Telephone No.: 772-708-8183 **Fax No.:**

(*Please include Remit to address if different than address stated above)

Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	✓
Asian Pacific	
Hispanic	
Native American	
Small Business	✓
Women Owned	✓
Small Disadvantage Business	✓

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, Rich's Handyman Service, (Contractor's Name)

certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Rich's Handyman Service
(Contractor's Name)

Junette Eliassaint Fresolone
(Authorized Signature)

Junette Eliassaint Fresolone
(Print Name)

COO
(Title)

302 N 29th st
(Street and Address)

Fort Pierce, FL 34947
(City, State, Zip)

City of Fort Pierce
(Recipient's Name)

Date: 3-19-2025

Division Contract Number

DRUG~FREE WORKPLACE FORM

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

Rich's Handyman Service 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.

Jack Elissaint Frescolone
Proposer's Signature

3-19-2025
Date

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Rich's Handyman Service

Respondent's Authorized Representative Name and Title: Jurette Eliassaint Fresolone, COO

Address: 802 N 29th st

City: Foot Pierce State: FL Zip: 34947

Phone Number: 772-708-8183 Respondent FEIN: 85-3121260

Email Address: jeliassaint@BespokeDevelopment.info

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

Certification:

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

REFERENCES

BID NO. 2025-023

CDBG RESIDENTIAL REHABILIATION – 2803 AVENUE M

Contact Person & Title	Lloyd M. Constant
Email Address	AndrosConstruction@gmail.com
Phone No.	772-475-4915
Company Name	Andros Construction LLC
Mailing Address	2706 Atlantic Ave
City, State, Zip	Fort Pierce, FL 34947
Type of commercial work contracted	Residential & Commercial Construction
Contact Person & Title	Emil Nardone
Email Address	dremilnardone@gmail.com
Phone No.	304-312-3445
Company Name	Emil Chiropractic LLC
Mailing Address	2146 58th Ave
City, State, Zip	Vero Beach, FL 32966
Type of commercial work contracted	Commercial Construction

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BESPOKE DEVELOPMENT, LLC

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

RICH'S HANDYMAN SERVICE

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

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

802 N 29th St

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Pierce, FL 34947

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

8 5 - 3 1 2 1 2 6 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Scott S. Fresolone Date 5-16-2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

Vendor name: Rich's Handyman Service

Authorized Representative's Name and Title: Richard Fresolone, Manager

Address: 802 N 29th St

City: Fort Pierce State: FL Zip Code: 34947

Phone Number: 863-697-1777 Email Address: jellassaint@BespokeDevelopment.info

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: _____ Richard N. Fresolone 3-19-2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Saint Lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 19th day of March, 2025 by Richard N. Fresolone, who is

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

Notary Public Signature: Junette Eliassaint Fresolone (Seal)

Print Name: Junette Eliassaint Fresolone

My Commission Expires Oct 19, 2028

JUNETTE ELIASSAINT-FRESOLONE
Notary Public - State of Florida
Commission # HH 593198
My Comm. Expires Oct 19, 2028
Bonded through National Notary Assn.

NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Saint Lucie

Richard N. Fresolone, being first duly sworn, deposes and says:

That he is Officer of Rich's Handyman Service
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Rich's Handyman Service
(Firm Name)

By: [signature]

Title: Manager

Subscribed and sworn to before me this 19th

day of, March, 2025.

Juliette Eliassaint Fresolone
Notary Public

My Commission expires: (Seal)

JUNETTE ELIASSAINT-FRESOLONE
Notary Public - State of Florida
Commission # HH 593198
My Comm. Expires Oct 19, 2028
Bonded through National Notary Assn.

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

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

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

by Richard N. Freedone, manager
(Print individual's name and title)

for Rich's Handyman Service

whose business address is 802 N 29th St, Fort Pierce, FL 34947

(If applicable) its Federal Employer Identification Number (FEIN) is 85-3121260

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

1. 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.

2. 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.

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

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall

c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

4. 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.)**

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

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

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

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

(Signature)

3-19-2025

(Date)

STATE OF Florida

COUNTY OF Saint Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority Richard M. Fresolone
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 19th of March, 2025.

JUNETTE ELIASSAINT-FRESOLONE
Notary Public - State of Florida
Commission # HH 593198
My Comm. Expires Oct 19, 2028
Bonded through National Notary Assn.

Junette Eliassaint Fresolone
(NOTARY PUBLIC)

My Commission Expires: Oct 19, 2028

E-VERIFY
AFFIRMATION STATEMENT

Description: CDBG RESIDENTIAL REHABILITATION – 2803 AVENUE M

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: Rich's Handyman Service

Authorized Company Person's Signature: [signature]

Authorized Company Person's Title: Manager

Date: 3-19-2025

STATE OF FLORIDA
COUNTY OF Saint Lucie
Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 19th day of March, 2025 by Richard M. Fresolone, who is ☑ personally known or ☐ produced identification (ID produced: _____).

Signature: [signature] (Seal)
NOTARY PUBLIC
My Commission Expires: Oct 19, 2028

JUNETTE ELIASSAINT-FRESOLONE
Notary Public - State of Florida
Commission # HH 593198
My Comm. Expires Oct 19, 2028
Bonded through National Notary Assn.

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.	✓	
Are all of the Required forms complete and included?	✓	
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?	✓	
Did you submit your bid electronically?	✓	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		
For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?	✓	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID Judith Elissaint Freedom

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

March 27, 2025

Email: telco_inv@yahoo.com

Telco Investments LLC.
P.O. Box 742371
Boynton Beach, FL 33474
Attn: Terry Coley, Manager

RE: Bid No. 2025-023 – CDBG Residential Rehabilitation – 2803 Avenue M
Request for Additional Information

Dear Mr. Coley,

Thank you for your submission in response to Bid No. 2025-023: CDBG Residential Rehabilitation – 2803 Avenue M. We appreciate your interest and the time taken to participate in this process.

Following an initial review of your bid, we have verified that the mandatory requirements were met. Your submittal included evidence of existing insurance coverage. To proceed further, we kindly request additional information as outlined in Section III – Instructions to Bidders, Item 10, of the bid document.

Specifically, we require a letter from your insurance agent or broker confirming that, if awarded the project, you can obtain the insurance coverage detailed in the attached Insurance Requirements (Section II of the bid document).

Please submit the requested documentation to the City of Fort Pierce's Purchasing Division at **purchasing@cityoffortpierce.com** no later than **5:00 PM on Monday, March 31, 2025**.

Thank you for your prompt attention to this matter. Should you have any questions or need clarification, do not hesitate to reach out to us.

Best regards,

Gelencia Carter

Gelencia Carter
Purchasing Manager

/gc

Attachment: Insurance Requirements

SECTION II

INSURANCE REQUIREMENTS

(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.

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

(2) **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE**.
Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY and the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(3) **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. CITY, the City of Fort Pierce and their respective members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (additional insured-CITYs, Lessees, or Contractor – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

(4) **AUTOMOBILE LIABILITY INSURANCE**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

(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 watercraft. The insurance shall include the CITY as additional insured. The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000

(6) **PAYMENT BOND AND PERFORMANCE BOND**

CONTRACTOR shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Contract. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

Each bond shall be signed on behalf of the CONTRACTOR by an individual who is duly authorized to execute the bond on behalf of the CONTRACTOR. Each executed bond should

be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Contract shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

(7) **GENERAL CONDITIONS**

The insurance provided by the CONTRACTOR shall apply on a primary basis. 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 specified, no deductible or self-insured retention is permitted.

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

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

(8) **CONTRACTOR** shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

(9) 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.

(10) **All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation. Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Until such insurance is no longer required by this Contract, the Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.**

(B) The CITY and CONTRACTOR waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to item (C) (Builder's Risk), or other property insurance applicable to the Work, provided such waiver does not compromise coverage under such insurance coverage. The CITY or CONTRACTOR, as appropriate, shall require separate

contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(C) In addition to the coverage required herein, the CONTRACTOR shall furnish and maintain all-risk builder's risk property insurance, satisfactory to the CITY, for the entire Work at the site to the full replacement cost of the completed project. This coverage shall name the CITY and the City of Fort Pierce as additional insureds, and must include the interests of the CONTRACTOR, subcontractors, and sub-subcontractors in the Work, and must be procured from an insurer licensed to do business in the State of Florida with a Best's rating of "A+, A, or A-". The risk of loss shall remain with CONTRACTOR until the date of Final Completion. Hard Cost of Builder's Risk insurance to be paid by CONTRACTOR and such cost is not subject to any CONTRACTOR's fee.

PERFORMANCE AND PAYMENT BONDS

(A) **BONDS REQUIRED: If the contract amount is in excess of $50,000**, within fifteen days after receipt of the Contract, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price.

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

(1) Ratings by A.M. Best

Unless the contract amount is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, the surety company or corporation shall have the following minimum ratings by The A.M. Best Company:

		Contract Price	Best's Rating Classification	Financial Size Category
From:	$	00.00	No Bond	No Bond
To:	$	50,000.00	Required	Required
From:	$	50,000.01	No Minimum	No Minimum
To:	$	100,000.01	Required	Required
From:	$	100,000.01	No Minimum	No Minimum
To:	$	500,000.00	Required	Required
From:	$	500,000.01	A-or better	IV or larger
To:	$	2,500.000.00		
From:	$	2,500.000.01 Or more	A-or better	V or larger

(2) Circular 570

Unless the contract amount is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, regardless of the size of the bond, in addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. 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.

(3) Contract amount of $500,000 or Less

Notwithstanding the foregoing paragraphs (1) and (2), in the event the Contract price does not exceed $500,000, in accordance with Florida State Statutes, Section 287.0935, bonds with a surety company in compliance with the following requirements shall be acceptable:

(a) The surety company is licensed to do business in the State of Florida;
(b) The surety company holds a certificate of authority authorizing it to write surety bonds in Florida; The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Bid is issued;
(c) The surety company is otherwise in compliance with the provisions of the Florida insurance Code; and
(d) The surety company holds a current valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304 to 9308.

In order to qualify as an acceptable surety company under this paragraph (3), an Affidavit for Surety Company shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

(4) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the CITY.

(5) 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.

Certificates of Insurance must be completed as follows:

Certificate Holder
City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
P.O. Box 1480

Fort Pierce FL 34954-1480

<u>Additional Insured on the Commercial General Liability</u>
City of Fort Pierce/Grants Administration Division and their members, officials, officers, and employees.

City Commission Regular Meeting - 5:05 PM **11. D.**

Meeting Date: 07/07/2025

Re: Approval of Change Order No. 13 - General Contractor Services, Second Floor Leveling in the amount of $8,385.68

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

SUBJECT:

Approval of Change Order No. 13 - General Contractor Services, Second Floor Leveling in the amount of $8,385.68 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

SUMMARY:

Following the March 11, 2025 FPRA Board Meeting, the Board reached consensus to proceed with Option 2—leveling the entire second floor to address trip hazards and improve accessibility. In alignment with this recommendation and to maintain project momentum, Journey completed the second-floor leveling work. It is important to note that Change Order No. 7 for floor leveling and floating covered only the first-floor leveling scope.

This item will also be presented to the Fort Pierce Redevelopment Board due to ownership and funding interests.

RECOMMENDATION:

Staff recommends approving Change Order No. 13 in the amount of $8,385.68. The work has been completed.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager's Office
Engineering Department
Journey C&D Group Inc.

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	104-9400563200
Amount:	$8,385.68

OTHER INFORMATION:

The change order not to exceed $8,385.68 will be funded by FPRA Account Number: Improvements – Other Improvements - #104-9400563200.

Attachments

Change Order 13 - Second Floor Leveling

Exhibit A - Original Contract

Exhibit B - Change Order Proposal

City Attorney Memorandum

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/24/2025 06:15 PM
City Manager	Richard Chess	06/24/2025 06:17 PM

Form Started By: Audria Moore Started On: 06/23/2025 03:09 PM

Final Approval Date: 06/24/2025

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: **February 28, 2025** CONTRACTOR: **Journey C + D Group, Inc.**

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: **05/22/2023**

CHANGE ORDER REQUESTED BY: City **x** Contractor

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ **513,945.30**
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ **689,654.43**
Net **INCREASE** of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ **8,385.68**
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ **698,040.11**
ORIGINAL CONTRACT TIME	**210** Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	**95** Calendar Days
Net **INCREASE** Resulting from this CHANGE ORDER	**2** Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	**Completed March 18, 2025**

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A"**. 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:

The second level flooring elevation is not leveled at the elevator entrance or bathroom entrance.

Option 1: Float only the affected areas, which would result in a noticeable slope near the elevator and bathroom entrances.

Option 2: Level the entire second floor to create a consistent and uniform surface throughout. The total cost of the proposed changes is $8,385.68, itemized in the Construction Management Change Proposal attached as **Exhibit "B."**

III. JUSTIFICATION:

Following the presentation of these options during the FPRA Board Meeting held on March 11, 2025, the board consensus was to proceed with Option 2 – leveling the entire second floor to eliminate potential trip hazards and to ensure a safer, more accessible environment. In accordance with the Board's recommendation and in an effort to keep the project progressing, Journey has completed the floor leveling on the second floor.
Change Order #7 only included the scope of floor leveling for the first floor. At the time of change order #7 we were not aware of the floor elevation discrepancies on the second level, as these issues were only discovered after the removal of the existing flooring and the completion of the initial floor leveling by the flooring contractor.

IV. **PAYMENT:**

Payment for the above listed items shall be made according to the Agreement. The funds for this change will be paid for out of FPRA Account Number: Improvements – Other Improvements - 104-9400563200.

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.

(Remainder of Page Left Blank)

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: Journey C&D Group Inc.

By:_____
Signature

Name: Clifford L, Moo_re Jr.

Date: 04/28/2025

By:_____ CEO
Signature & Title

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

Date:_____

APPROVED BY:

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal corporation

By:_____
Linda Hudson, Mayor

Date:_____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

Date:_____

APPROVED BY:

FORT PIERCE REDEVELOPMENT AGENCY,
a community redevelopment agency established
pursuant to Florida Statues Chapter 163

By:_____
Linda Hudson, Chair

Date:_____

Exhibit A

LUMP SUM CONSTRUCTION

FOR

GENERAL CONTRACTOR SERVICES HIGHWAYMEN MUSEUM

CITY OF FORT PIERCE BID NO. 2022-030

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this __ day of _____, 202__ by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the CITY OF FORT PIERCE, FLORIDA**, **the CITY OF FORT PIERCE,** a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **JOURNEY C&D GROUP, INC** a Florida profit corporation, whose principal address is 1147 NE 7th Avenue, Fort Lauderdale, FL 33304 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. 2022-030, 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. 2022-030 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 two-story, 3,200 square feet building known as the Jackie L. Canyon Building located at 1234 Avenue D, Fort Pierce, FL 34950 (hereinafter the "Project"). This Work includes HVAC replacement, decorative security fencing; upgrade five (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, and paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit "A" – Scope of Work
2. Exhibit "B" – General Conditions
3. Exhibit "C" – Contract Forms

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 "B," "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 the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A," Scope of Work, all as may be amended from time to time.

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

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

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

ARTICLE 5
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. 2022-030, General Contractor Services – Highwaymen Museum**, 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: **$513,945.30** (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

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Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this 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
Clifford L. Moore, Jr.	Construction Manager
Jarad Wahl	Operations Manager
Jennifer Tiffeau	Project Manager

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 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further, the surety company shall provide the CITY with evidence satisfactory to the CITY, that

such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

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

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

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

:

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal, or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by the CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this 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:
FORT PIERCE REDEVELOPMENT AGENCY
CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480
Attention: City Manager
City Attorney

CONTRACTOR
JOURNEY C&D GROUP, INC
1147 NE 7th Avenue
Fort Lauderdale, FL 33304
Attention: Clifford L. Moore, Jr.

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
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 have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

JARAD WAHL
Print Name

Signature

Joanna Wahl
Print Name

Signature

CONTRACTOR:
JOURNEY C&D GROUP, INC.

By:

Title: CEO

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson
Linda Hudson, Chairperson

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Tanya Early, City Attorney

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

SCOPE OF WORK

of the Jackie L. Caynon Building to house
The City of Fort Pierce Florida Highwaymen Museum

SCOPE OF WORK

The Fort Pierce Redevelopment Agency received funding from the Florida Department of State's African American Cultural Grant to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. All tasks associated with this project shall meet the requirements set forth in the agreement by and between the State of Florida, Department of State and the City of Fort Pierce. The project consists of the following elements:

Overall Building

- Remove existing HVAC equipment and install (2) 4-ton variable speed A/C Systems.
- Remove existing 56-feet of fence and replace with 360 LF of decorative aluminum security fence & concrete column fencing per renderings and estimates around the .07- acre property.
- Install a new 128KW generator to power the entire building in case of a power outage.

Exterior

- Pressure wash and paint the exterior of 3,200 square-foot building.
- Install 1,200 square foot brick paver art garden

Interior

First Level

- Install (20) sections of LED track lighting throughout the first floor (4 rooms, hallway, and proposed space for multi-purpose room).
- Install 6 temporary window treatments to cover all windows on the first floor to reduce natural lighting. Something that can be used to hang art on.
- Upgrade (3) exterior doors with impact storefront doors to complement security enhancements.
- Renovate 90 square-feet kitchen.
- Install 9ft custom wood shutters on the countertop to hide kitchen when not in use.
- Replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (12) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls.
- Complete demolition of kitchen and installation of all new flooring, cabinets, countertops, and appliances.

Second Level

- Install (24) sections of LED track lighting throughout the second-floor area (five rooms, hallway, and proposed space for the main gallery).
- Install (12) custom window coverings to cover windows in 4 rooms and the main gallery area. Something that can be used to hang art on.
- Upgrade (2) exterior doors with impact storefront doors to complement security enhancements.
- Remove cabinet and sink. Repair, patch, and paint area.
- Install 8-foot partition to hide the sink and cabinets when not in use
- Remove and replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (5) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

EXHIBIT “B”

GENERAL CONDITIONS

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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, 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.

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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.

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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,

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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.

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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 – FPRA AND CITY

3.1 DEFINITION

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) and the 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 FPRA, the City, or their 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.

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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.

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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.

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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 Documents

as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall 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.

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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

7.5.1 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

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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

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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

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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.

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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 the 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.

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9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the 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 Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

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.

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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 to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or 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 all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the 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 2.2 and 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

Type te

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.

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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.

Type te

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 as 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

26.1.1 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

26.3.1 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:

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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
Florida
PURCHASING
DEPARTMENT

Exhibit C

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EXHIBIT “C”

CONTRACT FORMS

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CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

_____
(Address)

(Corporate Seal)

_____
Witness as to Surety

_____

_____
Witness as to Surety

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

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

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

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

END OF SECTION

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CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

_____
Principal

_____ By _____
(Principal) Secretary

Name _____ Name _____

Type te

(Type)

(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

_____
(Address)

_____
Witness as to Surety

_____

_____
Witness as to Surety

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

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

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

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

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NOTICE TO PROCEED

Date: 4/26/23

To: Searcy C&D Group Inc.

Notice to Proceed on Project: **General Contractor Services – Highwaymen Museum**

Bid No.: **2022- 030**

Cost of Project based on Unit Prices by Agreement: $ 513,945.30

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: December **, 2023.**

OWNER:

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

BY:

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ 4/26/23
Contractor Date

END OF SECTION

EXHIBIT "C"

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

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)

Type text

EXHIBIT "C"

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

EXHIBIT “C”

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

Type text

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Clifford L. Moore Jr., being first duly sworn, deposes and says:

That he/she is CEO of Journey C+D Group Inc.
(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.

Journey C+D Group Inc
(Firm Name)

By: [signature]

Title: CEO

Subscribed and sworn to before me this 4th ~~31st~~ day of APRIL, 2023

[signature]
Notary Public

My Commission expires: (Seal)

4-27-25

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

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. 2022-030 for General Contractor Services Highwaymen Museum.

2. This sworn statement is submitted by Journey C & D Group Inc.
(name of entity submitting sworn statement)

whose business address is 1147 NE 7th Ave Fort Lauderdale FL 33304 and

(if applicable) its Federal Employer Identification Number (FEIN) is 83-0791784 _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: Clifford L Moore Jr.)

3. My name is Clifford L. Moore Jr. my relationship to the entity
(please print name of individual signing)

named above is CEO.

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:

Type tex

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 4/26/23

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clifford L. Moore Jr. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of April, 2023.

NOTARY PUBLIC SEAL:

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My commission expires: 4-27-25

END OF SECTION

EXHIBIT "C"

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: April 26th, 2023

Official Address
(Including Zip Code):

1147 NE 7th Ave.
Fort Lauderdale FL 33304

By: _____

CEO
(Title)

END OF SECTION

EXHIBIT "C"

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

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: Journey C & D Group Inc.
(Company Contractor)

By: _____
(President's Signature)

Clifford L. Moore Jr.
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in BROWARD County, Florida on the 4th day of APRIL, 2023.

Notary Public: _____ (affix seal)

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My Commission Expires: 4/27/25

END OF SECTION

EXHIBIT "C"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Journey C+D Group Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

4/26/23
Date

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **GENERAL CONDITION B RECONSTRUCTION**

Bid No.: **2022- 030**

Project Description: General Contractor Services to renovate an existing two-story, 3,200 square feet building to house City of Fort Pierce Florida Highwaymen Museum.

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: Journey C+D Group Inc.

Authorized Signature: _____

Title: CEO

Date: 4/26/23

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

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

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

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Journey C&D Group Inc
6200 SW 6th St
Plantation, FL 33317

COVERAGES **CERTIFICATE NUMBER:** 752259125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	X	NXTXGCY5K5-02-WC	07/27/2022	07/27/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00

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

The Certificate Holder is City of Fort Pierce/Grants Administration Division. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
PO Box 1480
Fort Pierce, FL 34954

LIVE CERTIFICATE
Click or scan to view

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2023

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

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

PRODUCER ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731 Port Saint Lucie FL 34983	CONTACT NAME: Acch Insurance Agency LLC PHONE (A/C, No, Ext): (772) 985-5265 FAX (A/C, No): 772-408-5501 E-MAIL ADDRESS: acchinsagency@hotmail.com
INSURED JOURNEY C&D GROUP INC. 1147 NE 7th Avenue Fort Lauderdale, FL 33304	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : James River Insurance Company — 12203 INSURER B : Progressive Express Ins Company — 10193 INSURER C : Scottsdale Insurance Company — 41297 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	00135809-0	10/03/2022	10/03/2023	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [x] Comprehens [x] Collision	X		00452867-2	02/19/2023	02/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 500
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XBS0168792	08/03/2022	08/03/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

RE: Bid No. 2022-030 General Contractor Services Highwaymen Museum
The City and its members, officials, officers and employees included as an additional insured, on the named insured's General Liability and Automobile policy, in respect to the named insured liability exposure for
General Liability Coverage Form (ISO Form CG 00 01 12 07), Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 07 04)
Waiver of subrogation (CG 24 04 05 09), Additional Insured (CG 20 10 07 04)

CERTIFICATE HOLDER

CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <AH> Angela Hewle

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Where required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

© Insurance Services Office, Inc., 2008

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE AGENCY PARTNER

May 1, 2023

Journey C&D Group, Inc.

RE: CITY OF FORT PIERCE, as Obligee
Project: Bid No. 2022-030 General Contractor Services Highwaymen Museum
Bond No. B98824034790

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

This letter is also giving Journey C&D Group, Inc. as Principal and/or CITY OF FORT PIERCE, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
American Southern Insurance Company

Kevin R. Wojtowicz
Attorney-in-Fact

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1936
KANSAS

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
W: nielsonbonds.com

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

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

PERFORMANCE BOND

Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue , Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)

P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($ 513,945.30),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in 2 (Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

Journey C&D Group, Inc.
Principal

By _____

_____
(Principal) Secretary

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

American Southern Insurance Company
Surety

NA
(Surety) Secretary

By _____
Attorney-in-Fact

Name NA
(Type)

Name Kevin Wojtowicz, Attorney-In-Fact
(Type)

(Corporate Seal)

P O Box 723030
(Address)

Atlanta, GA 31139

_____
Jessica Reno, Witness as to Surety

_____
Stephanie Wall, Witness as to Surety

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

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

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

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

END OF SECTION

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

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

PAYMENT BOND

Bond No.B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue, Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)
P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($513,945.30), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

Journey C&D Group, Inc.
Principal

_____
(Principal) Secretary

By _____

Name _____

Name _____

(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

ATTEST:

NA
(Surety) Secretary

Name NA
(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

(Type)

Title

(Address)

American Southern Insurance Company
Surety

By
Attorney-in-Fact

Name Kevin R. Wojtowicz
(Type)

P.O Box 723030
(Address)

Atlanta, GA 31139

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

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

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

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

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street, Topeka, Kansas 66611 **Mailing Address:** 3715 Northside Pkwy, NW, STE 4-800, Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest: _____
Melonie A. Coppola, Corporate Secretary

American Southern Insurance Company
By: _____
Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA NOTARY SEAL:

JONATHAN BELL
My Commission Expires
NOTARY PUBLIC
03-12-2025
CHEROKEE COUNTY, GA

_____
Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the _____ day of _____, _____.

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1998
KANSAS

_____
Jerry A. Underwood
Vice President – Surety

POA NUMBER: 94630

Exihibit B

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT
CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-12 for **Drainage Parking Lot Engineering**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Price:	**$ 45,654.20** *Forty Five Thousand Six Hundred Fifty Four Dollars and Twenty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 14 days.**
Clarification(s):	• No abatement of any kind • Dumpster included • No Permit Fees Included
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 12 - Drainage Parking Lot Engineering

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Parking Lot Drainage and New Asphalt	35,000.00
2	Parking Lot Drainage Engineering	3,800.00
3	Project Management and Coordination	3,470.00
4	Surveys	800.00
5	Profit	2,584.20
	Total:	45,654.20

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 12 - Drainage Parking Lot Engineering

Manager:Clifford Moore

As of 12/17/2024

Potential Change 12

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
02100	Parking Lot Drainage and New Asphalt	1.00	l/s	0.00	0.00	35,000.00	0.00	0.00	35,000.00
	Parking Lot Drainage and New Asphalt - Allowance	1.00	l/s	Subcontract @	35,000.00	=			35,000.00
010000	Parking Lot Drainage Engineering	1.00	l/s	0.00	0.00	3,800.00	0.00	0.00	3,800.00
	Parking Lot Drainage Engineering	1.00	l/s	Subcontract @	3,800.00	=			3,800.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	3,470.00	0.00	0.00	3,470.00
	Project Management and Coordination	1.00	l/s	Subcontract @	3,470.00	=			3,470.00
022100	Surveys	1.00	l/s	0.00	0.00	800.00	0.00	0.00	800.00
	Surveys	1.00	l/s	Subcontract @	800.00	=			800.00

SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Fee					6.00%	2,584.20
TOTAL PRICE						**45,654.20**

2/24/2025

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-13 for **2nd Floor Leveling, New Windows, Dumpster Enclosure, Parking Lot Additional Cost**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

TBD

Price: **$ 8,385.68** *Eight Thousand Three Hundred Eighty Five Dollars and Sixty Eight Cents*

Time: The duration of the Work to achieve Substantial Completion will be **INCREASED by 2 days.**

Clarification(s):

- No abatement of any kind
- Dumpster included
- No Permit Fees Included

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Schedule Of Values
Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc
Clifford Moore
Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: Date: _____
City of Fort Pierce

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	APPROVAL OF CHANGE ORDER NO.13 LEVELING OF SECOND FLOOR AT THE HIGHWAYMEN MUSEUM
CAO RLS FILE:	RLS 25-132
DATE:	JUNE 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to Change Order Number 13 for the Highwaymen Museum construction. The Change Order includes a new completion date, please note that may need to be changed depending upon which other Change Orders are approved by the City Commission. A signature block for the FPRA needs to be added to the Change Order since this will need to be presented to both the City Commission and the FPRA Board due to the ownership and funding interests. With the updated signature information, the Change Order 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 - 5:05 PM **11. E.**

Meeting Date: 07/07/2025

Re: Review of Change Order No. 14 - General Contractor Services, Replacement of Windows in the amount of $26,166

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

SUBJECT:

Review of Change Order No. 14 - General Contractor Services, Replacement of Windows in the amount of $26,166 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

SUMMARY:

During renovations at the City of Fort Pierce Florida Highwaymen Museum, a rear entrance window was damaged, prompting an evaluation of all existing impact-rated windows. The assessment determined that while the windows were originally rated for high impact, they are now considered a previous-generation product and may not offer optimal protection. Following a discussion with the FPRA Board Members on March 11, 2025, Change Order No. 14 was submitted to outline the cost of upgrading all windows to current high-wind impact-rated models, should the Commission choose to proceed. The damaged window has been replaced.

This item will also be presented to the Fort Pierce Redevelopment Board due to ownership and funding interests.

RECOMMENDATION:

The existing Miami-Dade approved impact-rated windows meet all current code requirements and remain effective for local wind load conditions. Staff will proceed as directed by the Commission.

ALTERNATIVES:

The City Commission can deny the change order.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager's Office
Building Department
Journey C&D Group Inc.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

Account: 104-9400563200

Amount: $26,166

OTHER INFORMATION:

If approved, the change order not to exceed $26,166 will be funded by FPRA Account Number: Improvements – Other Improvements - #104-9400563200.

Attachments

Change Order No. 14 - Replacement of Windows

Exhibit A - Original Contract

Exhibit B - Change Order Proposal

City Attorney Memorandum

Building Director's Input

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/24/2025 06:17 PM
City Manager	Richard Chess	06/24/2025 06:17 PM

Form Started By: Audria Moore Started On: 06/23/2025 02:13 PM

Final Approval Date: 06/24/2025

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: **March 3, 2025** CONTRACTOR: **Journey C + D Group, Inc.**

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: **05/22/2023**

CHANGE ORDER REQUESTED BY: City **x** Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ **513,945.30**
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ **698,040.11**
Net **INCREASE** of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ **26,166.00**
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ **724,206.11**

ORIGINAL CONTRACT TIME	**210** Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	**97** Calendar Days
Net **INCREASE** Resulting from this CHANGE ORDER	**45** Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	**August 22, 2025**

CHANGES ORDERED:

I. **GENERAL:** This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A"**. 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:**

Removal and Replacement of existing windows. The total cost of the proposed changes is $26,166.00, itemized in the Construction Management Change Proposal attached as **Exhibit "B."**

III. **JUSTIFICATION:**

During the course of construction at the Highwaymen Museum, an incident occurred where one of the windows located at the rear entrance of the property was breached. Upon learning of the incident, the Fort Pierce City Commission recommended verifying the impact rating of all existing windows and requested a proposal to upgrade them if necessary. Upon review, it was determined that while the existing windows were originally rated as high-impact, they are now dated and may no longer provide adequate protection. Based on discussions with the Board Members on March 11, 2025 we recommend upgrading all windows to new, current High Wind Impact-rated windows to ensure the safety and security of the building and its valuable artwork. The window impacted in the incident has been replaced. No record of installation of the existing windows has been provided.

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.

(Remainder of Page Left Blank)

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: Journey C&D Group Inc.

By:_____
Signature

Name: Clifford L. Moo_re Jr.

Date: 04/28/2025

By:_____ CEO
Signature & Title

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

Date: _____

APPROVED BY:

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal corporation

By:_____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____

Sara Hedges, City Attorney

Date: _____

APPROVED BY:

FORT PIERCE REDEVELOPMENT AGENCY,
a community redevelopment agency established
pursuant to Florida Statues Chapter 163

By: _____
Linda Hudson, Chair

Date: _____

Exhibit A

LUMP SUM CONSTRUCTION

FOR

GENERAL CONTRACTOR SERVICES HIGHWAYMEN MUSEUM

CITY OF FORT PIERCE BID NO. 2022-030

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this __ day of _____, 202__ by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the CITY OF FORT PIERCE, FLORIDA**, **the CITY OF FORT PIERCE,** a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **JOURNEY C&D GROUP, INC** a Florida profit corporation, whose principal address is 1147 NE 7th Avenue, Fort Lauderdale, FL 33304 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. 2022-030, 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. 2022-030 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 two-story, 3,200 square feet building known as the Jackie L. Canyon Building located at 1234 Avenue D, Fort Pierce, FL 34950 (hereinafter the "Project"). This Work includes HVAC replacement, decorative security fencing; upgrade five (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, and paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit "A" – Scope of Work
2. Exhibit "B" – General Conditions
3. Exhibit "C" – Contract Forms

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 "B," "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 the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A," Scope of Work, all as may be amended from time to time.

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

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

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

ARTICLE 5
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. 2022-030, General Contractor Services – Highwaymen Museum**, 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: **$513,945.30** (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

Type tex

Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this 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
Clifford L. Moore, Jr.	Construction Manager
Jarad Wahl	Operations Manager
Jennifer Tiffeau	Project Manager

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 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further, the surety company shall provide the CITY with evidence satisfactory to the CITY, that

such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

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

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

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

:

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal, or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by the CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this 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:
FORT PIERCE REDEVELOPMENT AGENCY
CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480
Attention: City Manager
City Attorney

CONTRACTOR
JOURNEY C&D GROUP, INC
1147 NE 7th Avenue
Fort Lauderdale, FL 33304
Attention: Clifford L. Moore, Jr.

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
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 have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

JARAD WAHL
Print Name

Signature

Joanna Wahl
Print Name

Signature

CONTRACTOR:
JOURNEY C&D GROUP, INC.

By:

Title: CEO

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson
Linda Hudson, Chairperson

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Tanya Early, City Attorney

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

SCOPE OF WORK

of the Jackie L. Caynon Building to house
The City of Fort Pierce Florida Highwaymen Museum

SCOPE OF WORK

The Fort Pierce Redevelopment Agency received funding from the Florida Department of State's African American Cultural Grant to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. All tasks associated with this project shall meet the requirements set forth in the agreement by and between the State of Florida, Department of State and the City of Fort Pierce. The project consists of the following elements:

Overall Building

- Remove existing HVAC equipment and install (2) 4-ton variable speed A/C Systems.
- Remove existing 56-feet of fence and replace with 360 LF of decorative aluminum security fence & concrete column fencing per renderings and estimates around the .07- acre property.
- Install a new 128KW generator to power the entire building in case of a power outage.

Exterior

- Pressure wash and paint the exterior of 3,200 square-foot building.
- Install 1,200 square foot brick paver art garden

Interior

First Level

- Install (20) sections of LED track lighting throughout the first floor (4 rooms, hallway, and proposed space for multi-purpose room).
- Install 6 temporary window treatments to cover all windows on the first floor to reduce natural lighting. Something that can be used to hang art on.
- Upgrade (3) exterior doors with impact storefront doors to complement security enhancements.
- Renovate 90 square-feet kitchen.
- Install 9ft custom wood shutters on the countertop to hide kitchen when not in use.
- Replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (12) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls.
- Complete demolition of kitchen and installation of all new flooring, cabinets, countertops, and appliances.

Second Level

- Install (24) sections of LED track lighting throughout the second-floor area (five rooms, hallway, and proposed space for the main gallery).
- Install (12) custom window coverings to cover windows in 4 rooms and the main gallery area. Something that can be used to hang art on.
- Upgrade (2) exterior doors with impact storefront doors to complement security enhancements.
- Remove cabinet and sink. Repair, patch, and paint area.
- Install 8-foot partition to hide the sink and cabinets when not in use
- Remove and replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (5) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

EXHIBIT “B”

GENERAL CONDITIONS

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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, 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.

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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.

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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,

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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.

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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 – FPRA AND CITY

3.1 DEFINITION

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) and the 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 FPRA, the City, or their 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.

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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.

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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.

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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 Documents

as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall 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.

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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

7.5.1 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

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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

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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

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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.

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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 the 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.

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9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the 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 Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

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.

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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 to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or 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 all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the 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 2.2 and 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

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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.

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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.

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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 as 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

26.1.1 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

26.3.1 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:

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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
Florida
PURCHASING
DEPARTMENT

Exhibit C

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EXHIBIT “C”

CONTRACT FORMS

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CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

_____
(Address)

(Corporate Seal)

_____
Witness as to Surety

_____

_____
Witness as to Surety

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

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

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

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

END OF SECTION

Type text

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

_____
Principal

_____ By _____
(Principal) Secretary

Name _____ Name _____

Type te

(Type)

(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

_____
(Address)

_____
Witness as to Surety

_____

_____
Witness as to Surety

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

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

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

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

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NOTICE TO PROCEED

Date: 4/26/23

To: Searcy C&D Group Inc.

Notice to Proceed on Project: **General Contractor Services – Highwaymen Museum**

Bid No.: **2022- 030**

Cost of Project based on Unit Prices by Agreement: $ 513,945.30

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: December **, 2023.**

OWNER:

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

BY:

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ 4/26/23
Contractor Date

END OF SECTION

EXHIBIT "C"

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

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)

Type text

EXHIBIT "C"

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

EXHIBIT “C”

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

Type text

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Clifford L. Moore Jr., being first duly sworn, deposes and says:

That he/she is CEO of Journey C+D Group Inc.
(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.

Journey C+D Group Inc
(Firm Name)

By: [signature]

Title: CEO

Subscribed and sworn to before me this 4th ~~31st~~ day of APRIL, 2023

[signature]
Notary Public

My Commission expires: (Seal)

4-27-25

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

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. 2022-030 for General Contractor Services Highwaymen Museum.

2. This sworn statement is submitted by Journey C & D Group Inc.
(name of entity submitting sworn statement)

whose business address is 1147 NE 7th Ave Fort Lauderdale FL 33304 and

(if applicable) its Federal Employer Identification Number (FEIN) is 83-0791784 _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: Clifford L Moore Jr.)

3. My name is Clifford L. Moore Jr. my relationship to the entity
(please print name of individual signing)

named above is CEO.

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:

Type tex

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 4/26/23

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clifford L. Moore Jr. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of April, 2023.

NOTARY PUBLIC SEAL:

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My commission expires: 4-27-25

END OF SECTION

EXHIBIT "C"

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: April 26th, 2023

Official Address
(Including Zip Code):

1147 NE 7th Ave.
Fort Lauderdale FL 33304

By: _____

CEO
(Title)

END OF SECTION

EXHIBIT "C"

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

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: Journey C & D Group Inc.
(Company Contractor)

By: _____
(President's Signature)

Clifford L. Moore Jr.
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in BROWARD County, Florida on the 4th day of APRIL, 2023.

Notary Public: _____ (affix seal)

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My Commission Expires: 4/27/25

END OF SECTION

EXHIBIT "C"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Journey C+D Group Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

4/26/23
Date

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **GENERAL CONDITION B RECONSTRUCTION**

Bid No.: **2022- 030**

Project Description: General Contractor Services to renovate an existing two-story, 3,200 square feet building to house City of Fort Pierce Florida Highwaymen Museum.

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: Journey C+D Group Inc.

Authorized Signature: _____

Title: CEO

Date: 4/26/23

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

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

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

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Journey C&D Group Inc
6200 SW 6th St
Plantation, FL 33317

COVERAGES **CERTIFICATE NUMBER:** 752259125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	X	NXTXGCY5K5-02-WC	07/27/2022	07/27/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00

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

The Certificate Holder is City of Fort Pierce/Grants Administration Division. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
PO Box 1480
Fort Pierce, FL 34954

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2023

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

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

PRODUCER ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731 Port Saint Lucie FL 34983	CONTACT NAME: Acch Insurance Agency LLC PHONE (A/C, No, Ext): (772) 985-5265 FAX (A/C, No): 772-408-5501 E-MAIL ADDRESS: acchinsagency@hotmail.com
INSURED JOURNEY C&D GROUP INC. 1147 NE 7th Avenue Fort Lauderdale, FL 33304	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : James River Insurance Company — 12203 INSURER B : Progressive Express Ins Company — 10193 INSURER C : Scottsdale Insurance Company — 41297 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	00135809-0	10/03/2022	10/03/2023	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [x] Comprehens [x] Collision	X		00452867-2	02/19/2023	02/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 500
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XBS0168792	08/03/2022	08/03/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

RE: Bid No. 2022-030 General Contractor Services Highwaymen Museum
The City and its members, officials, officers and employees included as an additional insured, on the named insured's General Liability and Automobile policy, in respect to the named insured liability exposure for
General Liability Coverage Form (ISO Form CG 00 01 12 07), Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 07 04)
Waiver of subrogation (CG 24 04 05 09), Additional Insured (CG 20 10 07 04)

CERTIFICATE HOLDER

CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <AH> Angela Hewle

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Where required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

© Insurance Services Office, Inc., 2008

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE AGENCY PARTNER

May 1, 2023

Journey C&D Group, Inc.

RE: CITY OF FORT PIERCE, as Obligee
Project: Bid No. 2022-030 General Contractor Services Highwaymen Museum
Bond No. B98824034790

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

This letter is also giving Journey C&D Group, Inc. as Principal and/or CITY OF FORT PIERCE, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
American Southern Insurance Company

Kevin R. Wojtowicz
Attorney-in-Fact

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1936
KANSAS

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
W: nielsonbonds.com

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

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

PERFORMANCE BOND

Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue , Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)

P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($ 513,945.30),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in 2 (Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

Journey C&D Group, Inc.
Principal

By _____

_____
(Principal) Secretary

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

American Southern Insurance Company
Surety

NA
(Surety) Secretary

By _____
Attorney-in-Fact

Name NA
(Type)

Name Kevin Wojtowicz, Attorney-In-Fact
(Type)

(Corporate Seal)

P O Box 723030
(Address)

Atlanta, GA 31139

_____
Jessica Reno, Witness as to Surety

_____
Stephanie Wall, Witness as to Surety

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

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

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

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

END OF SECTION

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

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

PAYMENT BOND

Bond No.B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue, Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)
P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($513,945.30), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

Journey C&D Group, Inc.
Principal

_____
(Principal) Secretary

By _____

Name _____

Name _____

(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

ATTEST:

NA
(Surety) Secretary

Name NA
(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

(Type)

Title

(Address)

American Southern Insurance Company
Surety

By
Attorney-in-Fact

Name Kevin R. Wojtowicz
(Type)

P.O Box 723030
(Address)

Atlanta, GA 31139

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

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

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

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

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street, Topeka, Kansas 66611 **Mailing Address:** 3715 Northside Pkwy, NW, STE 4-800, Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest: _____
Melonie A. Coppola, Corporate Secretary

American Southern Insurance Company
By: _____
Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA NOTARY SEAL:

JONATHAN BELL
My Commission Expires
NOTARY PUBLIC
03-12-2025
CHEROKEE COUNTY, GA

_____
Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the _____ day of _____, _____.

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1998
KANSAS

_____
Jerry A. Underwood
Vice President – Surety

POA NUMBER: 94630

Exihibit B

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT
CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-12 for **Drainage Parking Lot Engineering**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Price:	**$ 45,654.20** *Forty Five Thousand Six Hundred Fifty Four Dollars and Twenty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 14 days.**
Clarification(s):	• No abatement of any kind • Dumpster included • No Permit Fees Included
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 12 - Drainage Parking Lot Engineering

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Parking Lot Drainage and New Asphalt	35,000.00
2	Parking Lot Drainage Engineering	3,800.00
3	Project Management and Coordination	3,470.00
4	Surveys	800.00
5	Profit	2,584.20
	Total:	45,654.20

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 12 - Drainage Parking Lot Engineering

Manager:Clifford Moore

As of 12/17/2024

Potential Change 12

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
02100	Parking Lot Drainage and New Asphalt	1.00	l/s	0.00	0.00	35,000.00	0.00	0.00	35,000.00
	Parking Lot Drainage and New Asphalt - Allowance	1.00	l/s	Subcontract @	35,000.00	=			35,000.00
010000	Parking Lot Drainage Engineering	1.00	l/s	0.00	0.00	3,800.00	0.00	0.00	3,800.00
	Parking Lot Drainage Engineering	1.00	l/s	Subcontract @	3,800.00	=			3,800.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	3,470.00	0.00	0.00	3,470.00
	Project Management and Coordination	1.00	l/s	Subcontract @	3,470.00	=			3,470.00
022100	Surveys	1.00	l/s	0.00	0.00	800.00	0.00	0.00	800.00
	Surveys	1.00	l/s	Subcontract @	800.00	=			800.00

SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Fee					6.00%	2,584.20
TOTAL PRICE						**45,654.20**

JOURNEY

Journey C+D Group, Inc

Powered by RedTeam

CONSTRUCTION MANAGEMENT
CHANGE PROPOSAL
EXHIBIT B

2/25/2025

Audria Moore-Wells
City of Fort Pierce
100 NUS Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 227 0007-74 for **Replace Remaining Windows**

Project: GENERAL CONTRACTOR SERVICES - HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Supply & Install Total 77 Windows
(7 6) Series 4700 Single Hung 36.25" x 50.25"
(7)Series 47 00 Single Hung 36.25" x25.25"

Price:	$ **26,166.00** *Twenty Six Thousand One Hundred Sixty Six Dollars and Zero* Cents
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 45 days.**
Clarifl cation(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore
Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____
City of Fort Pierce

JOURNEY Journey C+D Group, Inc
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 -14 - Replace Remaining Windows

Date: 02/25/2025

	Bond Fee		1,750.00
2	Project Management and Coordination		1,550.00
3	CGI Sparta		21,120.00
4	Misc Paint Touch		500.00
5	Profit		1,246.00
		Total:	26,166.00

JOURNEY Journey C+D Group, Inc
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 14 - Replace Remaining Windows

Manager:Clifford Moore

As *of 3/28/2025*

	Description	Quantity	U/M	Labor($)	Material ($)	Subcontract ($)	Equipment ($)	Other($)	Total($)
08050	CGI Sparta	1.00	1/s	0.00	0.00	21,120.00	0.00	0.00	21,120.00
	Supply & Install Total 17 Windows (16) Series 4100 Single Hung 36.25" x 50.25" (1) 36.25" x25.25"	1.00	1/s	Subcontract @	21,120.00				21,120.00
09900	Misc Paint Touch	1.00	1/s	0.00	0.00	500.00	0.00	0.00	500.00
	Misc Touch up Paint Around the Windows	1.00	1/s	Subcontract @	500.00				500.00
010000	Bond Fee	1.00	1/s	0.00	0.00	1,750.00	0.00	0.00	1,750.00
	Bond Fee	1.00	1/s	Subcontract @	1,750.00				1,750.00
013100	Project Management and Coordination	1.00	1/s	0.00	0.00	1,550.00	0.00	0.00	1,550.00
	Project Management and Coordination	1.00	1/s	Subcontract @	1,550.00				1,550.00
SUBTOTAL DIRECT		**0.00**		**0.00**	**24,920.00**		**0.00**	**0.00**	**24,920.00**
Indirect Costs		0.00		0.00	0.00		0.00	0.00	
Indirect Cost Allocation Rates		0.00%		0.00%	0.00%		0.00%	0.00%	
TOTAL DIRECT &		**0.00**		**0.00**	**24,920.00**		**0.00**	**0.00**	**24,920.00**
Fee								5.00%	1,246.00
TOTAL PRICE									**26,166.00**

February 13, 2025

Attn:

Audria Moore
Special Projects Coordinator
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

Subject: Window Inspection Findings – Highwaymen Museum (1234 Avenue D)

Dear Ms. Moore,

I hope this letter finds you well. Following our recent inspection of the windows at the Highwaymen Museum located at 1234 Avenue D and our consultation with a window expert, we have confirmed that the property currently has impact windows installed. However, upon closer evaluation, it has been determined that the existing windows are of poor quality and an older model. Their resistance strength does not meet the higher standards of today's impact-rated windows.

Given these findings, our professional recommendation is to remove and replace all existing windows with modern, high-quality impact-resistant windows that align with current building standards. This will ensure enhanced durability, safety, and long-term performance for the property.

Following this letter, we will submit a formal proposal outlining the costs associated with the recommended window replacement. Please feel free to reach out should you require any additional details or have any questions in the meantime.

We appreciate the opportunity to support this important project and look forward to working together to ensure the best outcome for the Highwaymen Museum.

Please see pictures below of broken window for your record.

Respectively,

Clifford L. Moore Jr.
Chief Executive Officer

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: APPROVAL OF CHANGE ORDER NO.14 REMOVAL AND REPLACEMENT OF THE WINDOWS AT THE HIGHWAYMEN MUSEUM

CAO RLS FILE: RLS 25-130

DATE: JUNE 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to Change Order Number 14 for the Highwaymen Museum construction. You will need to add a signature line for the FPRA. This Change Order should be presented to both the City Commission and the FPRA Board due to ownership and funding. With that addition, the Change Order is approved as to form and correctness.

Please note, the background information included additional information from the Building Official that was not included in the Change Order. I recommend his position on the replacement of the windows be included either in the Change Order or in the material provided to the City Commission when this is presented for approval.

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

Thank you.
SH

Outlook

RE: Highwaymen Museum/Windows

From Paul Thomas <pthomas@cityoffortpierce.com>
Date Wed 2/19/2025 2:46 PM
To Audria Moore <amoore@cityoffortpierce.com>
Cc Shaun Coss <scoss@cityoffortpierce.com>; Karen Murphy <kmurphy@cityoffortpierce.com>

Audria,

Please be advised that there is no code requirement directing a change or upgrading of the existing impact rated windows. Although it may be true that newer windows my employ newer technology, this does not nullify the existing windows ability to perform according to their design specifications. The existing impact windows are Miami Dade approved and thus are sufficient to withstand the wind loads associated with our geographic location in the State. I hope that this information is helpful.

Kindest regards,

Paul Thomas, CBO, CFM
Director of Building | City of Fort Pierce
Phone: (772) 467-3195, Fax: (772) 467-3849, 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

From: Audria Moore <amoore@cityoffortpierce.com>
Sent: Tuesday, February 18, 2025 10:41 AM
To: Paul Thomas <pthomas@cityoffortpierce.com>
Cc: Karen Murphy <kmurphy@cityoffortpierce.com>
Subject: Fw: Highwaymen Museum/Windows

GREAT DAY!!

I need your assistance in determining if the impact windows at the Highwaymen Museum needs replacing. The contractor said the current windows are a lower quality window. The FPRA board is concerned because of the artwork that is going to housed there and the kitchen window was broken. Please see the attached letter from the contractor and the email string.

Richard in Public Works verified that the windows were impact and they all bear the attached sticker. My concern is I don't what the FPRA to have to replace the windows if it is not necessary. Can you please provide a response?

All the best!

Audria

Audria V. Moore | Special Projects Coordinator
Community and Economic Development | City of Fort Pierce
Phone: 772.467.3184 • Email: amoore@cityoffortpierce.com

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

From: Richard Stauffer <rstauffer@cityoffortpierce.com>
Sent: Tuesday, February 18, 2025 10:11 AM
To: Audria Moore <amoore@cityoffortpierce.com>
Cc: John Andrews <jandrews@cityoffortpierce.com>
Subject: Highwaymen Museum/Windows

Good Morning Audria!
Please find attached the Miami-Dade County product approval sticker for the Kinco windows that are in the Highwaymen Museum building. These are impact windows. The Building Department should have all of the product approvals on file from when these windows were installed as well.

Thanks! And have a great day!

Rick Stauffer | Facilities Manager | City of Fort Pierce
Public Works Department
Phone: 772.467.3807 Fax: 772.489.3194 52 Savannah Rd Fort Pierce, FL 34954
Website | Facebook | Survey

City Commission Regular Meeting - 5:05 PM **11. F.**

Meeting Date: 07/07/2025

Re: Approval of Change Order No. 15 - General Contractor Services, Dumpster Enclosure in the amount of $26,775

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

SUBJECT:

Approval of Change Order No. 15 - General Contractor Services for a Dumpster Enclosure in the amount of $26,775 for the City of Fort Pierce Florida Highwaymen Museum renovation project as required per the City Code.

SUMMARY:

During the building inspection to prepare the "as-built" renovation plans and assess site conditions, the need for a dumpster enclosure was discussed. Although an alternative solution was considered, it was not finalized. This change order confirms construction of the originally intended enclosure, improving site esthetics, minimizing odors and pest concerns, and ensuring compliance with municipal regulations.

This item will also be presented to the Fort Pierce Redevelopment Board due to ownership and funding interests.

RECOMMENDATION:

Staff recommends approving Change Order No. 15 in the amount of $26,775.

ALTERNATIVES:

The Commission can deny the change order and direct staff to initiate a Request for Proposals (RFP) for the project. However, pursuing this option would lead to substantial delays in the project's timeline and could jeopardize the remaining grant funding for the project in the amount of $120,915.50.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager's Office
City Attorney's Office
Engineering Department
Journey C&D Group Inc.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

Account: 104-9400563200

Amount: $26,775

OTHER INFORMATION:

The change order not to exceed $26,775 will be funded by FPRA Account Number: Improvements – Other Improvements - #104-9400563200.

Attachments

Change Order No. 15 - Dumpster Enclosure

Exhibit A - Original Contract

Exhibit B - Change Order Proposal

City Attorney Memorandum

Purchasing Manager Input

Updated Parking Lot Design

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/24/2025 06:15 PM
City Manager	Richard Chess	06/24/2025 06:17 PM

Form Started By: Audria Moore Started On: 06/23/2025 01:14 PM

Final Approval Date: 06/24/2025

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: **March 28, 2025** CONTRACTOR: **Journey C + D Group, Inc.**

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: **05/22/2023**

CHANGE ORDER REQUESTED BY: City **X** Contractor **X**

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ **513,945.30**
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ **724,206.11**
Net **INCREASE** of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ **26,775.00**
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ **750,981.11**
ORIGINAL CONTRACT TIME	**210** Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	**142** Calendar Days
Net **INCREASE** Resulting from this CHANGE ORDER	**14** Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	**July 22, 2025**

CHANGES ORDERED:

I. **GENERAL:** This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A"**. 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:**

Dumpster Enclosure - As requested by the City. The total cost of the proposed changes is $26,775.00, itemized in the Construction Management Change Proposal attached as **Exhibit "B."**

III. **JUSTIFICATION:**

During the inspection of the building to prepare the "as-built" plans for the renovations, while walking the site and evaluating the site conditions we discussed building a dumpster enclosure. However, the former City Manager clarified that the Public Works Department would be assigned to resolve all exterior site work including the dumpster enclosure. This change secures the dumpster as initially intended and enhances site aesthetics, reduces oder, and pest issues, and ensures compliance with municipal requirements

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.

(Remainder of Page Left Blank)

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: Journey C&D Group Inc.

By:_____
Signature

Name: Clifford L. Moore Jr.

Date: 04/28/2025

By:_____ CEO
Signature & Title

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

Date: _____

APPROVED BY:

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal corporation

By:_____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

Date:_____

APPROVED BY:

FORT PIERCE REDEVELOPMENT AGENCY,
a community redevelopment agency established
pursuant to Florida Statues Chapter 163

By:_____
Linda Hudson, Chair

Date:_____

Exhibit A

LUMP SUM CONSTRUCTION

FOR

GENERAL CONTRACTOR SERVICES HIGHWAYMEN MUSEUM

CITY OF FORT PIERCE BID NO. 2022-030

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this __ day of _____, 202__ by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the CITY OF FORT PIERCE, FLORIDA**, **the CITY OF FORT PIERCE,** a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **JOURNEY C&D GROUP, INC** a Florida profit corporation, whose principal address is 1147 NE 7th Avenue, Fort Lauderdale, FL 33304 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. 2022-030, 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. 2022-030 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 two-story, 3,200 square feet building known as the Jackie L. Canyon Building located at 1234 Avenue D, Fort Pierce, FL 34950 (hereinafter the "Project"). This Work includes HVAC replacement, decorative security fencing; upgrade five (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, and paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit "A" – Scope of Work
2. Exhibit "B" – General Conditions
3. Exhibit "C" – Contract Forms

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 "B," "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 the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A," Scope of Work, all as may be amended from time to time.

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

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

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

ARTICLE 5
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. 2022-030, General Contractor Services – Highwaymen Museum**, 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: **$513,945.30** (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

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Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this 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
Clifford L. Moore, Jr.	Construction Manager
Jarad Wahl	Operations Manager
Jennifer Tiffeau	Project Manager

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 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further, the surety company shall provide the CITY with evidence satisfactory to the CITY, that

such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

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

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

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

:

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal, or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by the CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this 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:
FORT PIERCE REDEVELOPMENT AGENCY
CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480
Attention: City Manager
City Attorney

CONTRACTOR
JOURNEY C&D GROUP, INC
1147 NE 7th Avenue
Fort Lauderdale, FL 33304
Attention: Clifford L. Moore, Jr.

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
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 have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

JARAD WAHL
Print Name

Signature

Joanna Wahl
Print Name

Signature

CONTRACTOR:
JOURNEY C&D GROUP, INC.

By:

Title: CEO

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson
Linda Hudson, Chairperson

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Tanya Early, City Attorney

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

SCOPE OF WORK

of the Jackie L. Caynon Building to house
The City of Fort Pierce Florida Highwaymen Museum

SCOPE OF WORK

The Fort Pierce Redevelopment Agency received funding from the Florida Department of State's African American Cultural Grant to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. All tasks associated with this project shall meet the requirements set forth in the agreement by and between the State of Florida, Department of State and the City of Fort Pierce. The project consists of the following elements:

Overall Building

- Remove existing HVAC equipment and install (2) 4-ton variable speed A/C Systems.
- Remove existing 56-feet of fence and replace with 360 LF of decorative aluminum security fence & concrete column fencing per renderings and estimates around the .07- acre property.
- Install a new 128KW generator to power the entire building in case of a power outage.

Exterior

- Pressure wash and paint the exterior of 3,200 square-foot building.
- Install 1,200 square foot brick paver art garden

Interior

First Level

- Install (20) sections of LED track lighting throughout the first floor (4 rooms, hallway, and proposed space for multi-purpose room).
- Install 6 temporary window treatments to cover all windows on the first floor to reduce natural lighting. Something that can be used to hang art on.
- Upgrade (3) exterior doors with impact storefront doors to complement security enhancements.
- Renovate 90 square-feet kitchen.
- Install 9ft custom wood shutters on the countertop to hide kitchen when not in use.
- Replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (12) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls.
- Complete demolition of kitchen and installation of all new flooring, cabinets, countertops, and appliances.

Second Level

- Install (24) sections of LED track lighting throughout the second-floor area (five rooms, hallway, and proposed space for the main gallery).
- Install (12) custom window coverings to cover windows in 4 rooms and the main gallery area. Something that can be used to hang art on.
- Upgrade (2) exterior doors with impact storefront doors to complement security enhancements.
- Remove cabinet and sink. Repair, patch, and paint area.
- Install 8-foot partition to hide the sink and cabinets when not in use
- Remove and replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (5) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

EXHIBIT “B”

GENERAL CONDITIONS

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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, 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.

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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.

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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,

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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.

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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 – FPRA AND CITY

3.1 DEFINITION

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) and the 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 FPRA, the City, or their 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.

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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.

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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.

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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 Documents

as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall 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.

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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

7.5.1 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

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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

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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

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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.

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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 the 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.

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9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the 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 Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

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.

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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 to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or 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 all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the 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 2.2 and 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

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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.

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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.

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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 as 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

26.1.1 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

26.3.1 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:

Type tex

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
Florida
PURCHASING
DEPARTMENT

Exhibit C

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EXHIBIT “C”

CONTRACT FORMS

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CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

_____
(Address)

(Corporate Seal)

_____
Witness as to Surety

_____

_____
Witness as to Surety

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

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

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

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

END OF SECTION

Type text

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

_____
Principal

_____ By _____
(Principal) Secretary

Name _____ Name _____

Type te

(Type)

(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

_____
(Address)

_____
Witness as to Surety

_____

_____
Witness as to Surety

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

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

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

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

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NOTICE TO PROCEED

Date: 4/26/23

To: Searcy C&D Group Inc.

Notice to Proceed on Project: **General Contractor Services – Highwaymen Museum**

Bid No.: **2022- 030**

Cost of Project based on Unit Prices by Agreement: $ 513,945.30

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: December **, 2023.**

OWNER:

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

BY:

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ 4/26/23
Contractor Date

END OF SECTION

EXHIBIT "C"

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

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)

Type text

EXHIBIT "C"

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

EXHIBIT “C”

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

Type text

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Clifford L. Moore Jr., being first duly sworn, deposes and says:

That he/she is CEO of Journey C+D Group Inc.
(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.

Journey C+D Group Inc
(Firm Name)

By: [signature]

Title: CEO

Subscribed and sworn to before me this 4th ~~31st~~ day of APRIL, 2023

[signature]
Notary Public

My Commission expires: (Seal)

4-27-25

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

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. 2022-030 for General Contractor Services Highwaymen Museum.

2. This sworn statement is submitted by Journey C & D Group Inc.
(name of entity submitting sworn statement)

whose business address is 1147 NE 7th Ave Fort Lauderdale FL 33304 and

(if applicable) its Federal Employer Identification Number (FEIN) is 83-0791784 _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: Clifford L Moore Jr.)

3. My name is Clifford L. Moore Jr. my relationship to the entity
(please print name of individual signing)

named above is CEO.

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:

Type tex

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 4/26/23

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clifford L. Moore Jr. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of April, 2023.

NOTARY PUBLIC SEAL:

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My commission expires: 4-27-25

END OF SECTION

EXHIBIT "C"

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: April 26th, 2023

Official Address
(Including Zip Code):

1147 NE 7th Ave.
Fort Lauderdale FL 33304

By: _____

CEO
(Title)

END OF SECTION

EXHIBIT "C"

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

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: Journey C & D Group Inc.
(Company Contractor)

By: _____
(President's Signature)

Clifford L. Moore Jr.
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in BROWARD County, Florida on the 4th day of APRIL, 2023.

Notary Public: _____ (affix seal)

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My Commission Expires: 4/27/25

END OF SECTION

EXHIBIT "C"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Journey C+D Group Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

4/26/23
Date

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **GENERAL CONDITION B RECONSTRUCTION**

Bid No.: **2022- 030**

Project Description: General Contractor Services to renovate an existing two-story, 3,200 square feet building to house City of Fort Pierce Florida Highwaymen Museum.

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: Journey C+D Group Inc.

Authorized Signature: _____

Title: CEO

Date: 4/26/23

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

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

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

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Journey C&D Group Inc
6200 SW 6th St
Plantation, FL 33317

COVERAGES **CERTIFICATE NUMBER:** 752259125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	X	NXTXGCY5K5-02-WC	07/27/2022	07/27/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00

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

The Certificate Holder is City of Fort Pierce/Grants Administration Division. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
PO Box 1480
Fort Pierce, FL 34954

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2023

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

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

PRODUCER ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731 Port Saint Lucie FL 34983	CONTACT NAME: Acch Insurance Agency LLC PHONE (A/C, No, Ext): (772) 985-5265 FAX (A/C, No): 772-408-5501 E-MAIL ADDRESS: acchinsagency@hotmail.com
INSURED JOURNEY C&D GROUP INC. 1147 NE 7th Avenue Fort Lauderdale, FL 33304	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : James River Insurance Company — 12203 INSURER B : Progressive Express Ins Company — 10193 INSURER C : Scottsdale Insurance Company — 41297 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	00135809-0	10/03/2022	10/03/2023	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [x] Comprehens [x] Collision	X		00452867-2	02/19/2023	02/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 500
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XBS0168792	08/03/2022	08/03/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

RE: Bid No. 2022-030 General Contractor Services Highwaymen Museum
The City and its members, officials, officers and employees included as an additional insured, on the named insured's General Liability and Automobile policy, in respect to the named insured liability exposure for
General Liability Coverage Form (ISO Form CG 00 01 12 07), Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 07 04)
Waiver of subrogation (CG 24 04 05 09), Additional Insured (CG 20 10 07 04)

CERTIFICATE HOLDER

CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <AH> Angela Hewle

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Where required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

© Insurance Services Office, Inc., 2008

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE AGENCY PARTNER

May 1, 2023

Journey C&D Group, Inc.

RE: CITY OF FORT PIERCE, as Obligee
Project: Bid No. 2022-030 General Contractor Services Highwaymen Museum
Bond No. B98824034790

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

This letter is also giving Journey C&D Group, Inc. as Principal and/or CITY OF FORT PIERCE, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
American Southern Insurance Company

Kevin R. Wojtowicz
Attorney-in-Fact

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1936
KANSAS

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
W: nielsonbonds.com

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

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

PERFORMANCE BOND

Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue , Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)

P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($ 513,945.30),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in 2 (Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

Journey C&D Group, Inc.
Principal

By _____

_____
(Principal) Secretary

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

American Southern Insurance Company
Surety

NA
(Surety) Secretary

By _____
Attorney-in-Fact

Name NA
(Type)

Name Kevin Wojtowicz, Attorney-In-Fact
(Type)

(Corporate Seal)

P O Box 723030
(Address)

Atlanta, GA 31139

_____
Jessica Reno, Witness as to Surety

_____
Stephanie Wall, Witness as to Surety

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

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

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

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

END OF SECTION

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

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

PAYMENT BOND

Bond No.B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue, Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)
P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($513,945.30), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

Journey C&D Group, Inc.
Principal

_____
(Principal) Secretary

By _____

Name _____

Name _____

(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

ATTEST:

NA
(Surety) Secretary

Name NA
(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

(Type)

Title

(Address)

American Southern Insurance Company
Surety

By
Attorney-in-Fact

Name Kevin R. Wojtowicz
(Type)

P.O Box 723030
(Address)

Atlanta, GA 31139

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

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

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

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

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street, Topeka, Kansas 66611 **Mailing Address:** 3715 Northside Pkwy, NW, STE 4-800, Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest: _____
Melonie A. Coppola, Corporate Secretary

American Southern Insurance Company
By: _____
Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA NOTARY SEAL:

JONATHAN BELL
My Commission Expires
NOTARY PUBLIC
03-12-2025
CHEROKEE COUNTY, GA

_____
Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the _____ day of _____, _____.

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1998
KANSAS

_____
Jerry A. Underwood
Vice President – Surety

POA NUMBER: 94630

Exihibit B

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT
CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-12 for **Drainage Parking Lot Engineering**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Price:	**$ 45,654.20** *Forty Five Thousand Six Hundred Fifty Four Dollars and Twenty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 14 days.**
Clarification(s):	• No abatement of any kind • Dumpster included • No Permit Fees Included
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 12 - Drainage Parking Lot Engineering

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Parking Lot Drainage and New Asphalt	35,000.00
2	Parking Lot Drainage Engineering	3,800.00
3	Project Management and Coordination	3,470.00
4	Surveys	800.00
5	Profit	2,584.20
	Total:	45,654.20

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 12 - Drainage Parking Lot Engineering

Manager:Clifford Moore

As of 12/17/2024

Potential Change 12

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
02100	Parking Lot Drainage and New Asphalt	1.00	l/s	0.00	0.00	35,000.00	0.00	0.00	35,000.00
	Parking Lot Drainage and New Asphalt - Allowance	1.00	l/s	Subcontract @	35,000.00	=			35,000.00
010000	Parking Lot Drainage Engineering	1.00	l/s	0.00	0.00	3,800.00	0.00	0.00	3,800.00
	Parking Lot Drainage Engineering	1.00	l/s	Subcontract @	3,800.00	=			3,800.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	3,470.00	0.00	0.00	3,470.00
	Project Management and Coordination	1.00	l/s	Subcontract @	3,470.00	=			3,470.00
022100	Surveys	1.00	l/s	0.00	0.00	800.00	0.00	0.00	800.00
	Surveys	1.00	l/s	Subcontract @	800.00	=			800.00

SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Fee					6.00%	2,584.20
TOTAL PRICE						**45,654.20**

JOURNEY

Journey C+D Group, Inc

Powered by RedTeam

CONSTRUCTION MANAGEMENT
CHANGE PROPOSAL
EXHIBIT B

3/28/2025

Audria Moore-Wells
City of Fort Pierce
100 NUS Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 227 0007-15 for **Dumpster Enclosure**

Project: GENERAL CONTRACTOR SERVICES - HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

The dumpster enclosure has been requested by the city to have a place to put the current dumpster out of the way of the parking lot. This will hide the unsightliness of the dumpster.

Price:	$ **26,775.00** *Twenty Six Thousand Seven Hundred Seventy Five Dollars and Zero* Cents
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 14 days.**
Clariflcation(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore
Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____
City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 15 - Dumpster Enclosure

Date: 03/28/2025

1	Bond Fee	1,750.00
2	Project Management and Coordination	1,500.00
3	Dumpster - Concrete & Foundation	4,800.00
4	Dumpster - Masonry	5,500.00
5	Dumpster - Metal Dumpster Gates	7,950.00
6	Dumpster - Stucco - Thermal Protection	2,500.00
7	Dumpster - Paints and Coatings	1,500.00
8	Profit	1,275.00
	Total:	26,775.00

2210001 - 15 - Dumpster Enclosure

Manager:Clifford Moore

As of 3/28/2025

	Description	Quantity	U/M	Labor($)	Material ($)	Subcontract ($)	Equipment ($)	Other($)	Total($)
05050	Dumpster - Metal Dumpster Gates	1.00	1/s	0.00	0.00	7,950.00	0.00	0.00	7,950.00
	Dumpster - Metal Dumpster Gates	1.00	1/s	Subcontract @	7,950.00				7,950.00
07200	Dumpster - Stucco - Thermal Protection	1.00	1/s	0.00	0.00	2,500.00	0.00	0.00	2,500.00
	Dumpster - Stucco - Thermal Protection	1.00	1/s	Subcontract @	2,500.00				2,500.00
09900	Dumpster - Paints and Coatings	1.00	1/s	0.00	0.00	1,500.00	0.00	0.00	1,500.00
	Dumpster - Paints and Coatings	1.00	1/s	Subcontract @	1,500.00				1,500.00
010000	Bond Fee	1.00	1/s	0.00	0.00	1,750.00	0.00	0.00	1,750.00
	Bond Fee	1.00	1/s	Subcontract @	1,750.00				1,750.00
013100	Project Management and Coordination	1.00	1/s	0.00	0.00	1,500.00	0.00	0.00	1,500.00
	Project Management and Coordination	1.00	1/s	Subcontract @	1,500.00				1,500.00
030000	Dumpster - Concrete & Foundation	1.00	1/s	0.00	0.00	4,800.00	0.00	0.00	4,800.00
	Dumpster - Concrete & Foundation	1.00	1/s	Subcontract @	4,800.00				4,800.00
040000	Dumpster - Masonry	1.00	1/s	0.00	0.00	5,500.00	0.00	0.00	5,500.00
	Dumpster - Masonry	1.00	1/s	Subcontract @	5,500.00				5,500.00
SUBTOTAL DIRECT				**0.00**	**0.00**	**25,500.00**	**0.00**	**0.00**	**25,500.00**
	Indirect Costs			0.00	0.00	0.00	0.00	0.00	
	Indirect Cost Allocation Rates			0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT &				**0.00**	**0.00**	**25,500.00**	**0.00**	**0.00**	**25,500.00**
	Fee							5.00%	1,275.00
TOTAL PRICE									**26,775.00**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	APPROVAL OF CHANGE ORDER NO.15 TO CONSTRUCT A DUMPSTER ENCLOSURE AT THE HIGHWAYMEN MUSEUM
CAO RLS FILE:	RLS 25-131
DATE:	JUNE 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to Change Order Number 15 for the Highwaymen Museum construction. A signature block for the FPRA needs to be added to the Change Order since this will need to be presented to both the City Commission and the FPRA Board due to the ownership and funding interests. With the updated signature information, the Change Order is approved as to form and correctness.

Please note, the RFP documents were not provided with this Change Order, but it appears from the information included that a dumpster enclosure may not have been contemplated in the RFP documents and responses received. Given this, I recommend you consult with the Purchasing Manager as to whether it is appropriate for a Change Order to be issued to add this additional work or whether a separate RFP should be issued for the dumpster enclosure construction.

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

Thank you.
SH

Outlook

Re: Highwaymen Museum Change Order

From Gelencia Carter <gcarter@cityoffortpierce.com>
Date Fri 6/6/2025 10:43 AM
To Audria Moore <amoore@cityoffortpierce.com>

Great day, Audria!

I reviewed the CAO memo, and I agree that it is appropriate to issue a change order to accommodate additional work. Change orders typically address adjustments to the scope of work (SOW), materials, timelines, or costs. They often arise due to unforeseen site conditions, design revisions, or client requests.

For further details regarding change orders and to ensure that the additional work is acceptable and permissible, please refer to Article 13 of the fully executed contract.

Regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce
Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950
Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Audria Moore <amoore@cityoffortpierce.com>
Sent: Friday, June 6, 2025 7:22 AM
To: Gelencia Carter <gcarter@cityoffortpierce.com>
Subject: Highwaymen Museum Change Order

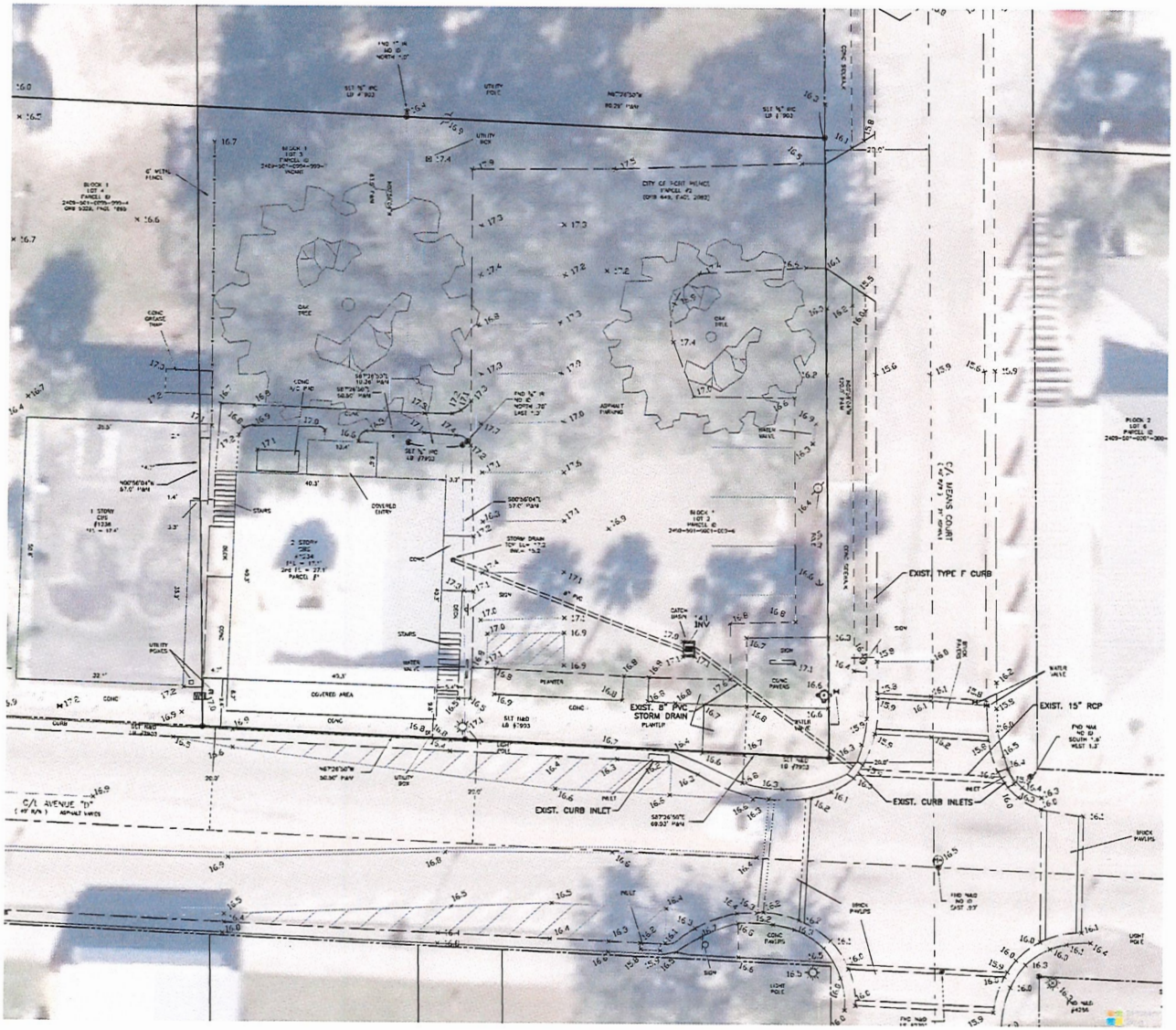
GREAT DAY, Genny!!

Do you have some time this morning to discuss the paragraph 2 of the attached memo?

Gratefully yours,

Audria

Audria V. Moore, PMP
Special Projects Coordinator
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772.467.3184 • amoore@cityoffortpierce.com



LEGEND:

- EXIST. PROPERTY LINE
- EXIST. EDGE OF PAVEMENT
- EXIST. CONCRETE
- EXIST. LOT LINE
- EXIST. FENCE
- PROP. BUILDING
- PROP. CONCRETE

N

Dylan O'Berry, P.E.
Civil Engineer
Art of Engineering
Port St. Lucie, Florida
(772) 203-0664
dylan@artofengineering.net
https://artofengineering.net

LICENSE
No. 88512
STATE OF FLORIDA
PROFESSIONAL ENGINEER

ART DYLAN O'BERRY
2674 SE RUFFIN TERRACE
PORT ST LUCIE, FL 34952
P.E. NO. 88512

DANIEL CALDERON

PERMITS REQUIRED

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

PERMIT#

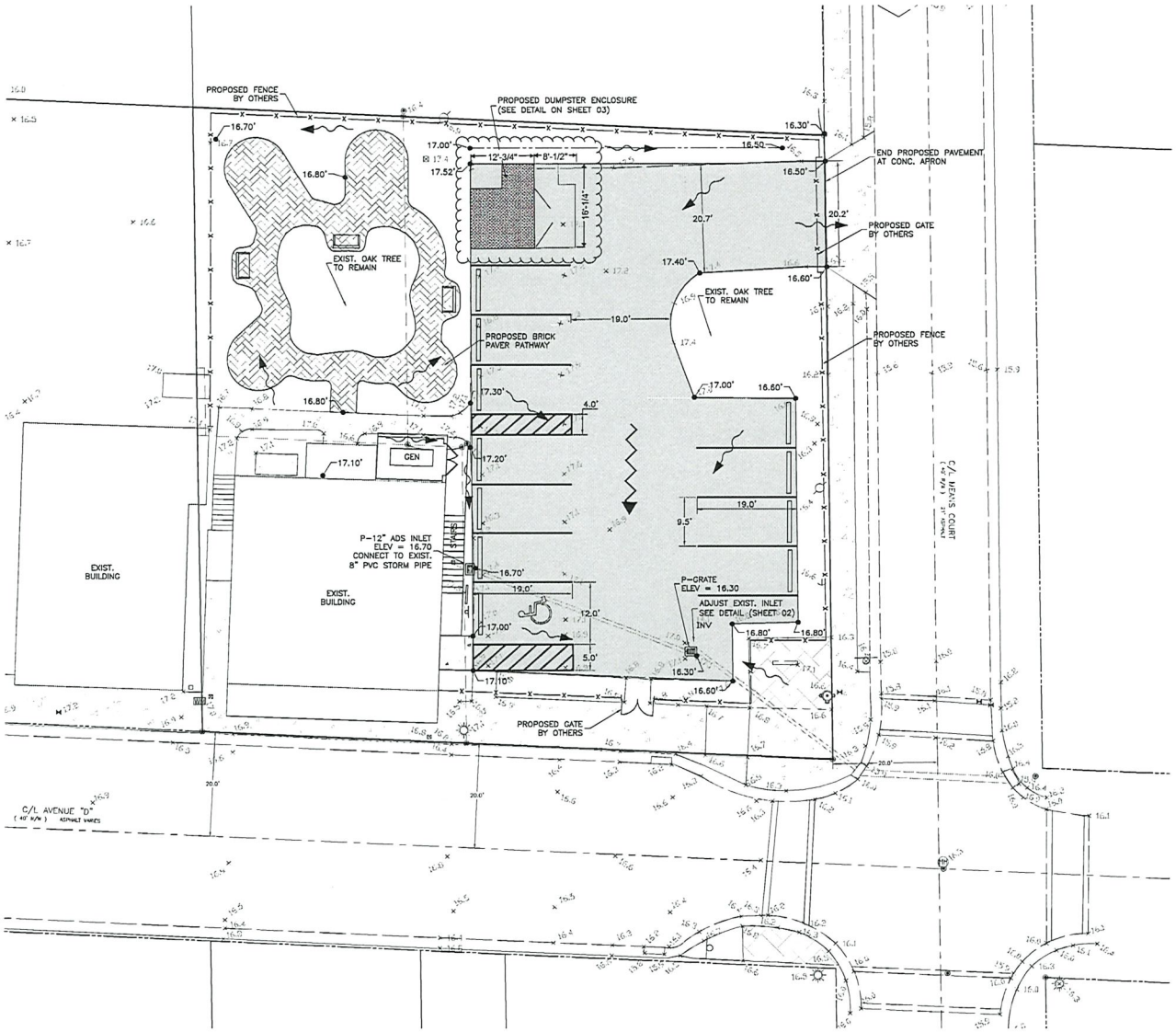
NO.	REVISIONS	DATE

Digitally signed by Art D O'Berry
Location: Art of Engineering, Inc. Port St Lucie, FL
Reason: I attest to the accuracy and integrity of this document
Contact Info: email: dylan@artofengineering.net phone: (772) 203-0664
Date: 2025.05.19 15:50:34-04'00'

HIGHWAYMEN MUSEUM
1234 AVENUE D
FORT PIERCE, FL 34950
ST LUCIE COUNTY

SHEET TITLE
EXISTING CONDITIONS & DEMO SHEET

DATE	SHEET
03/02/2025	01
SCALE 1:10	
DRAWN BY DC	



LEGEND:

- EXIST. PROPERTY LINE
- EXIST. EDGE OF PAVEMENT
- EXIST. CONCRETE
- EXIST. LOT LINE
- EXIST. FENCE
- PROP. BUILDING
- PROP. CONCRETE
- PROP. EDGE OF PAVEMENT

SITE DATA TABLE:

PARCEL ID	2409-501-0003-000-0 2409-501-0001-000-6 2409-501-0004-000-7
PROJECT AREA	0.33 AC (14,430 SF)
SECTION/TOWNSHIP/RANGE	X/X/X
ZONING	GENERAL CO
FUTURE LAND USE	GENERAL CO
FLOOD ZONE	X

EXIST. PERVIOUS	5,134 SF (35.6%)
EXIST. IMPERVIOUS	9,296 SF (64.4%)
TOTAL	14,430 SF (100.0%)
PROP. PERVIOUS	3,983 SF (27.6%)
PROP. IMPERVIOUS	10,447 SF (72.4%)
TOTAL	14,430 SF (100.0%)

PARKING INFO:	EXISTING	PROPOSED
PARKING SPACES	12	10
ADA SPACES	1	1

N

Dylan O'Berry, P.E.
Civil Engineer
Art of Engineering
Port St. Lucie, Florida
(772) 263-0664
dylan.a.oberry@gmail.com
https://artofengineering.net

STATE OF FLORIDA
ART DYLAN O'BERRY
LICENSE
No. 88512
PROFESSIONAL ENGINEER

ART DYLAN O'BERRY
2674 SE RUFFIN TERRACE
PORT ST LUCIE, FL 34952
P.E. NO. 88512

DANIEL CALDERON

PERMITS REQUIRED

PERMIT#

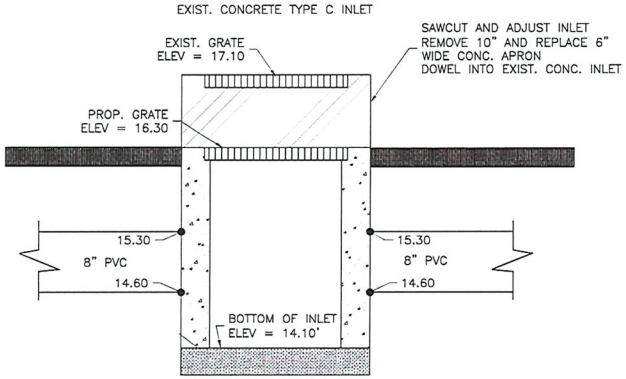
NO.	REVISIONS	DATE
01	PER CITY REVIEW	5/19/25

Digitally signed by Art D O'Berry
Location: Art of Engineering, Inc. Port St Lucie, FL
Reason: I attest to the accuracy and integrity of this document
Contact Info: email: dylan@artofengineering.net phone: (772) 263-0664
Date: 2025.05.19 15:56:15-04'00'

HIGHWAYMEN MUSEUM
1234 AVENUE D
FORT PIERCE, FL 34950
ST LUCIE COUNTY

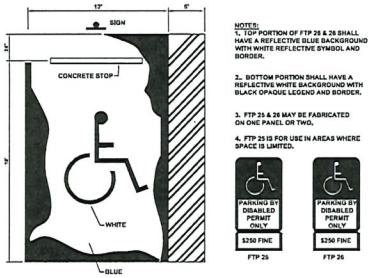
SHEET TITLE: PAVING, GRADING, & DRAINAGE PLAN

DATE: 03/02/2025
SCALE: 1:10
DRAWN BY: DC
SHEET: 02



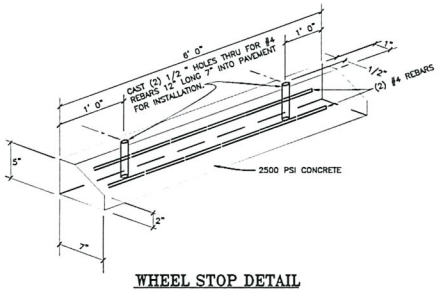
MODIFIED INLET DETAIL

N.T.S.



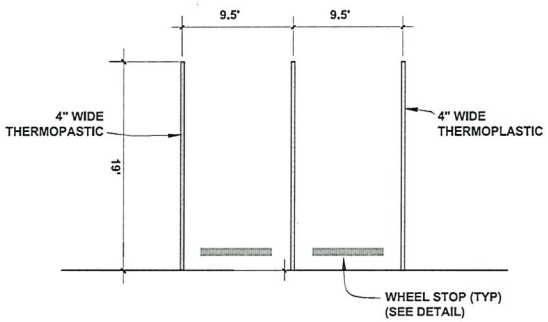
TYPICAL HANDICAP PARKING DETAIL

N.T.S.



WHEEL STOP DETAIL

N.T.S.



TYPICAL PARKING DETAIL

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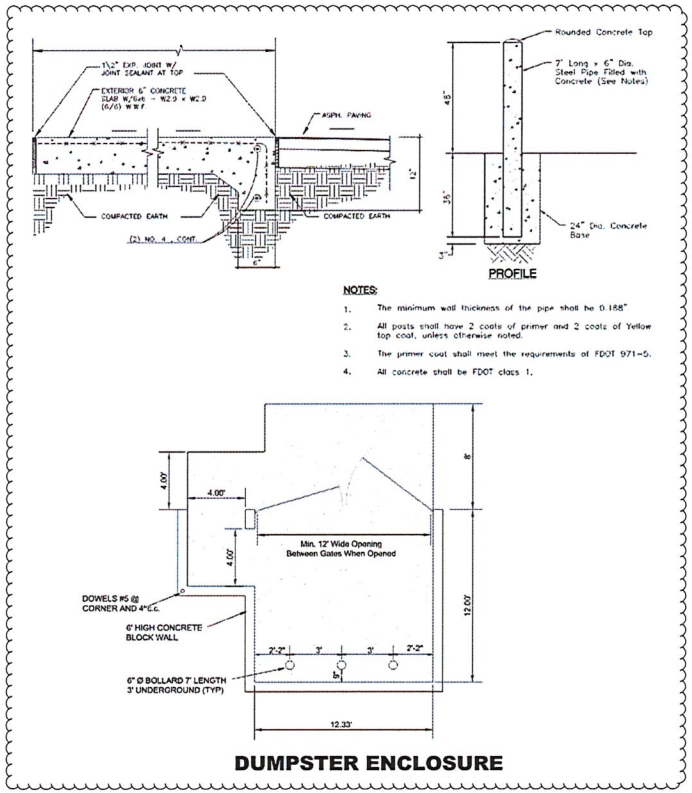
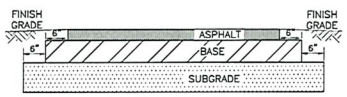


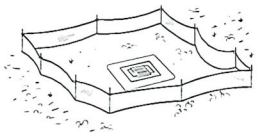
DUMPSTER ENCLOSURE



ASPHALT CONCRETE PAVEMENT: 1 1/2" FDOT TYPE SP-~~12.5~~ 9.5 (1ST LIFT)
~~1" FDOT TYPE SP-9.5 (2ND LIFT)~~
BASE: 8" COMPACTED LIMEROCK OR COQUINA BASE (LBR-100) SAME DENSITY AS SUBGRADE
SUBGRADE: 12" THICK COMPACTED SUBGRADE (LBR-40) DENSITY SHALL BE 98% OF MAXIMUM AS DETERMINED BY AASHTO T-180 METHOD

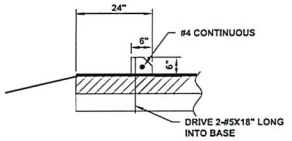
TYPICAL PAVEMENT SECTION

N.T.S.



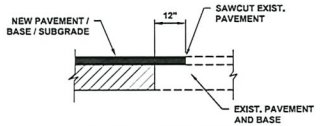
Type III Silt Fence Protection Around Ditch Bottom Inlets.

ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988).



TYPICAL WHEEL STOP SECTION

N.T.S.



SAW-CUT DETAIL

N.T.S.

ALL PROPOSED WORK COMPLIES WITH THE STANDARDS SET FORTH IN THE FLORIDA BUILDING CODE 8TH ED. (2023) AND THE CITY OF FORT PIERCE BUILDING DEPARTMENT

Dylan O'Berry, P.E.
Civil Engineer
Art of Engineering
Port St. Lucie, Florida
(772) 203-0664
dylan@artofengineering.net
https://artofengineering.net

LICENSE
ART DYLAN O'BERRY
No. 88512
STATE OF FLORIDA
PROFESSIONAL ENGINEER

ART DYLAN O'BERRY
2674 SE RUFFIN TERRACE
PORT ST LUCIE, FL 34952
P.E. NO. 88512

DANIEL CALDERON

PERMITS REQUIRED

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

PERMIT#

NO.	REVISIONS	DATE
01	PER CITY REVIEW	5/19/25

Digitally signed by Art D O'Berry
Location: Art of Engineering, Inc. Port St Lucie, FL
Reason: I attest to the accuracy and integrity of this document
Contact Info: email: dylan@artofengineering.net phone: (772) 203-0664
Date: 2025.05.19 15:58:24-04'00'

HIGHWAYMEN MUSEUM
1234 AVENUE D
FORT PIERCE, FL 34950
ST LUCIE COUNTY

SHEET TITLE: DETAILS AND NOTES

DATE: 03/02/2025
SCALE: N/A
DRAWN BY: DC
SHEET: 03

City Commission Regular Meeting - 5:05 PM **11. G.**

Meeting Date: 07/07/2025

Re: Approval of Change Order No. 16 - General Contractor Services, Expanded Parking Lot Scope in the amount of $41,229.43

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

---

SUBJECT:

Approval of Change Order No. 16 - General Contractor Services, Expanded Parking Lot Scope in the amount of $41,229.43 to correct the parking lot elevation to prevent water intrusion for the Highwaymen Museum renovation.

SUMMARY:

During the building inspection to develop the “as-built” renovation plans, a preexisting water intrusion issue was discovered on the first floor of the two-story structure. *Journey C&D Group, Inc.* informed staff, noting that the condition of the existing parking lot appeared to be a contributing factor.

Since the remediation of the water intrusion and dumpster enclosure fell outside Journey C&D Group, Inc.’s contractual scope an alternative option was proposed, but not finalized. Subsequently, the former city engineer requested Journey to submit a scope of work to support the proposed cost in Change Order 12. At the time, however, the Journey's project engineer had not completed the required drawings. The initial proposal in Change Order 12 included the removal of 3–5 inches of elevation and full site repaving at a cost of $45,654.20. The finalized drawings revealed additional scopes of work not included in Change Order No. 12, previously approved by the FPRA. Following discussions between staff and the contractor, a revised design was developed that reduces the original cost associated with Change Order No. 16 and incorporates enhanced oversight by City Engineer Mark Zrallack.

This item will also be presented to the Fort Pierce Redevelopment Board due to ownership and funding interests.

RECOMMENDATION:

Staff recommends approving Change Order No. 16 in the amount of $41,229.43. This amount is in addition to the amount previously approved under Change Order No. 12 for the parking lot in the amount of $45,654.20. The total project cost is $86,883.63.

ALTERNATIVES:

The Commission can deny the change order and direct staff to initiate a Request for Proposals (RFP) for the project. However, pursuing this option would lead to substantial delays in the project's timeline and could jeopardize the remaining grant funding for the project in the amount of $120,915.50.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Manger's Office
City Attorney's Office
Mark Zrallack, City Engineer
Journey C&D Group Inc.

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	104-9400-554-000-000
Amount:	$41,229.43

OTHER INFORMATION:

The change order not to exceed $41,229.43 will be funded by FPRA Account Number: Improvements – Other Improvements - #104-9400563200.

Attachments

Change Order No. 16 - Parking Lot Addition
Exhibit A - Original Contract
Exhibit B - Change Order Proposal
Executed Change Order 12
City Attorney Memorandum
City Engineer Input
Purchasing Manager's Input
Updated Parking Lot Design

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/24/2025 06:15 PM
City Manager	Richard Chess	06/24/2025 06:17 PM

Form Started By: Audria Moore Started On: 06/11/2025 03:23 PM
Final Approval Date: 06/24/2025

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: **3/28/2025** CONTRACTOR: **Journey C + D Group Inc.**

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: **05/22/2023**

CHANGE ORDER REQUESTED BY: City **X** Contractor **X**

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ **513,945.30**
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ **750,981.11**
Net **INCREASE** of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ **41,229.43**
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ **792,210.54**
ORIGINAL CONTRACT TIME	**210** Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	**150** Calendar Days
Net **INCREASE** Resulting from this CHANGE ORDER	**55** Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	**September 1, 2025**

CHANGES ORDERED:

I. **GENERAL:** This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A"**. 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:**

Revision of the Parking Lot Grading additional cost after receipt of the City Engineer's recommendations and the project engineer's drawings. The total cost of the proposed additional changes is $41,229.43, itemized in the Construction Management Change Proposal attached as **Exhibit "B."**

III. **JUSTIFICATION:**

During the inspection of the building to prepare the "as-built" plans for the renovations, a pre-existing issue of water intrusion on the first floor of the two-story structure was identified. Journey C&D Group, Inc., brought this issue to the attention of the former City Manager and the project manager, highlighting that the condition of the existing parking lot was a contributing factor. The City Manager clarified that addressing the intrusion was outside the scope of responsibility for Journey C&D Group, Inc. and indicated that the Public Works would be assigned to resolve the matter complete the exterior site work including the dumpster enclosure. The city engineer requested Journey provide a scope of work for the proposed cost submitted in Change Order 12. At that time the project engineer had not completed the drawings. Our initial quote indicated in Change order 12 included removal of 3-5 inches of elevation and re-pavement of the site. The completed Engineered Drawings require additional scopes of work not included in Change order 12 approved by the FPRA.

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.

(Remainder of Page Left Blank)

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: Journey C + D Group Inc.

By:_____
Signature
Name: Clifford L. Moore Jr.

Date: 3/28/2025

By:_____ **CEO**
Signature & Title

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

Date: _____

APPROVED BY:

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal corporation

By:_____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

Date:_____

APPROVED BY:

FORT PIERCE REDEVELOPMENT AGENCY,
a community redevelopment agency established
pursuant to Florida Statues Chapter 163

By:_____ Linda Hudson, Chair

Date:_____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NOTICE OF AWARD

Date:	**March 17, 2023**
To:	**Journey C&D Group, Inc.** **1147 NE 7th Avenue** **Fort Lauderdale, FL 33304** **Attn: Clifford L. Moore, Jr., CEO**
Bid Proposal:	**Bid No. 2022-030 General Contractor Services Highwaymen Museum**
Date of Bid Opening:	**3:00 PM, Tuesday, October 25, 2022**
Approved by Commission:	**November 8, 2022**
Award Amount:	**Not to Exceed $513,945.30**

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: 3-17-23

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
JOURNEY C&D GROUP, INC.

BY: _____

CEO
(Title)

3/17/23
(Date)

END OF SECTION

LUMP SUM CONSTRUCTION

FOR

GENERAL CONTRACTOR SERVICES HIGHWAYMEN MUSEUM

CITY OF FORT PIERCE BID NO. 2022-030

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this __ day of _____, 202__ by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the CITY OF FORT PIERCE, FLORIDA**, **the CITY OF FORT PIERCE,** a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **JOURNEY C&D GROUP, INC** a Florida profit corporation, whose principal address is 1147 NE 7th Avenue, Fort Lauderdale, FL 33304 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. 2022-030, 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. 2022-030 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 two-story, 3,200 square feet building known as the Jackie L. Canyon Building located at 1234 Avenue D, Fort Pierce, FL 34950 (hereinafter the "Project"). This Work includes HVAC replacement, decorative security fencing; upgrade five (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, and paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit "A" – Scope of Work
2. Exhibit "B" – General Conditions
3. Exhibit "C" – Contract Forms

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 "B," "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 the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A," Scope of Work, all as may be amended from time to time.

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

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

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

ARTICLE 5
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. 2022-030, General Contractor Services – Highwaymen Museum**, 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: **$513,945.30** (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

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Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this 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
Clifford L. Moore, Jr.	Construction Manager
Jarad Wahl	Operations Manager
Jennifer Tiffeau	Project Manager

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 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further, the surety company shall provide the CITY with evidence satisfactory to the CITY, that

such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

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

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

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

:

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal, or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by the CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this 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:
FORT PIERCE REDEVELOPMENT AGENCY
CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480
Attention: City Manager
City Attorney

CONTRACTOR
JOURNEY C&D GROUP, INC
1147 NE 7th Avenue
Fort Lauderdale, FL 33304
Attention: Clifford L. Moore, Jr.

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
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 have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

JARAD WAHL
Print Name

Signature

Joanna Wahl
Print Name

Signature

CONTRACTOR:
JOURNEY C&D GROUP, INC.

By:

Title: CEO

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson
Linda Hudson, Chairperson

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Tanya Early, City Attorney

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

SCOPE OF WORK

of the Jackie L. Caynon Building to house
The City of Fort Pierce Florida Highwaymen Museum

SCOPE OF WORK

The Fort Pierce Redevelopment Agency received funding from the Florida Department of State's African American Cultural Grant to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. All tasks associated with this project shall meet the requirements set forth in the agreement by and between the State of Florida, Department of State and the City of Fort Pierce. The project consists of the following elements:

Overall Building

- Remove existing HVAC equipment and install (2) 4-ton variable speed A/C Systems.
- Remove existing 56-feet of fence and replace with 360 LF of decorative aluminum security fence & concrete column fencing per renderings and estimates around the .07- acre property.
- Install a new 128KW generator to power the entire building in case of a power outage.

Exterior

- Pressure wash and paint the exterior of 3,200 square-foot building.
- Install 1,200 square foot brick paver art garden

Interior

First Level

- Install (20) sections of LED track lighting throughout the first floor (4 rooms, hallway, and proposed space for multi-purpose room).
- Install 6 temporary window treatments to cover all windows on the first floor to reduce natural lighting. Something that can be used to hang art on.
- Upgrade (3) exterior doors with impact storefront doors to complement security enhancements.
- Renovate 90 square-feet kitchen.
- Install 9ft custom wood shutters on the countertop to hide kitchen when not in use.
- Replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (12) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls.
- Complete demolition of kitchen and installation of all new flooring, cabinets, countertops, and appliances.

Second Level

- Install (24) sections of LED track lighting throughout the second-floor area (five rooms, hallway, and proposed space for the main gallery).
- Install (12) custom window coverings to cover windows in 4 rooms and the main gallery area. Something that can be used to hang art on.
- Upgrade (2) exterior doors with impact storefront doors to complement security enhancements.
- Remove cabinet and sink. Repair, patch, and paint area.
- Install 8-foot partition to hide the sink and cabinets when not in use
- Remove and replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (5) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

EXHIBIT “B”

GENERAL CONDITIONS

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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, 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.

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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.

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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,

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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.

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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 – FPRA AND CITY

3.1 DEFINITION

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) and the 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 FPRA, the City, or their 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.

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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.

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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.

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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 Documents

as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall 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.

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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

7.5.1 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

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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

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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

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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.

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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 the 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.

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9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the 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 Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

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.

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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 to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or 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 all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the 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 2.2 and 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

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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.

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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.

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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 as 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

26.1.1 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

26.3.1 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:

Type tex

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
Florida
PURCHASING
DEPARTMENT

Exhibit C

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EXHIBIT “C”

CONTRACT FORMS

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CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

_____
(Address)

(Corporate Seal)

_____
Witness as to Surety

_____

_____
Witness as to Surety

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

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

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

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

END OF SECTION

Type text

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

_____
Principal

_____ By _____
(Principal) Secretary

Name _____ Name _____

Type te

(Type)

(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

_____
(Address)

_____
Witness as to Surety

_____

_____
Witness as to Surety

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

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

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

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

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

NOTICE TO PROCEED

Date: 4/26/23

To: Searcy C&D Group Inc.

Notice to Proceed on Project: **General Contractor Services – Highwaymen Museum**

Bid No.: **2022- 030**

Cost of Project based on Unit Prices by Agreement: $ 513,945.30

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: December **, 2023.**

OWNER:

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

BY:

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ 4/26/23
Contractor Date

END OF SECTION

EXHIBIT "C"

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

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)

Type text

EXHIBIT "C"

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

EXHIBIT “C”

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

Type text

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Clifford L. Moore Jr., being first duly sworn, deposes and says:

That he/she is CEO of Journey C+D Group Inc.
(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.

Journey C+D Group Inc
(Firm Name)

By: [signature]

Title: CEO

Subscribed and sworn to before me this 4th ~~31st~~ day of APRIL, 2023

[signature]
Notary Public

My Commission expires: (Seal)

4-27-25

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

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. 2022-030 for General Contractor Services Highwaymen Museum.

2. This sworn statement is submitted by Journey C & D Group Inc.
(name of entity submitting sworn statement)

whose business address is 1147 NE 7th Ave Fort Lauderdale FL 33304 and

(if applicable) its Federal Employer Identification Number (FEIN) is 83-0791784 _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: Clifford L Moore Jr.)

3. My name is Clifford L. Moore Jr. my relationship to the entity
(please print name of individual signing)

named above is CEO.

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:

Type tex

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 4/26/23

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clifford L. Moore Jr. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of April, 2023.

NOTARY PUBLIC SEAL:

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My commission expires: 4-27-25

END OF SECTION

EXHIBIT "C"

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: April 26th, 2023

Official Address
(Including Zip Code):

1147 NE 7th Ave.
Fort Lauderdale FL 33304

By: _____

CEO
(Title)

END OF SECTION

EXHIBIT "C"

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

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: Journey C & D Group Inc.
(Company Contractor)

By: _____
(President's Signature)

Clifford L. Moore Jr.
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in BROWARD County, Florida on the 4th day of APRIL, 2023.

Notary Public: _____ (affix seal)

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My Commission Expires: 4/27/25

END OF SECTION

EXHIBIT "C"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Journey C+D Group Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

4/26/23
Date

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **GENERAL CONDITION B RECONSTRUCTION**

Bid No.: **2022- 030**

Project Description: General Contractor Services to renovate an existing two-story, 3,200 square feet building to house City of Fort Pierce Florida Highwaymen Museum.

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: Journey C+D Group Inc.

Authorized Signature: _____

Title: CEO

Date: 4/26/23

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

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

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

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Journey C&D Group Inc
6200 SW 6th St
Plantation, FL 33317

COVERAGES **CERTIFICATE NUMBER:** 752259125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	X	NXTXGCY5K5-02-WC	07/27/2022	07/27/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00

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

The Certificate Holder is City of Fort Pierce/Grants Administration Division. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
PO Box 1480
Fort Pierce, FL 34954

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2023

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

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

PRODUCER ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731 Port Saint Lucie FL 34983	CONTACT NAME: Acch Insurance Agency LLC PHONE (A/C, No, Ext): (772) 985-5265 FAX (A/C, No): 772-408-5501 E-MAIL ADDRESS: acchinsagency@hotmail.com
INSURED JOURNEY C&D GROUP INC. 1147 NE 7th Avenue Fort Lauderdale, FL 33304	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : James River Insurance Company — 12203 INSURER B : Progressive Express Ins Company — 10193 INSURER C : Scottsdale Insurance Company — 41297 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	00135809-0	10/03/2022	10/03/2023	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [x] Comprehens [x] Collision	X		00452867-2	02/19/2023	02/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 500
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XBS0168792	08/03/2022	08/03/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

RE: Bid No. 2022-030 General Contractor Services Highwaymen Museum
The City and its members, officials, officers and employees included as an additional insured, on the named insured's General Liability and Automobile policy, in respect to the named insured liability exposure for
General Liability Coverage Form (ISO Form CG 00 01 12 07), Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 07 04)
Waiver of subrogation (CG 24 04 05 09), Additional Insured (CG 20 10 07 04)

CERTIFICATE HOLDER

CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <AH> Angela Hewle

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Where required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

© Insurance Services Office, Inc., 2008

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE AGENCY PARTNER

May 1, 2023

Journey C&D Group, Inc.

RE: CITY OF FORT PIERCE, as Obligee
Project: Bid No. 2022-030 General Contractor Services Highwaymen Museum
Bond No. B98824034790

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

This letter is also giving Journey C&D Group, Inc. as Principal and/or CITY OF FORT PIERCE, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
American Southern Insurance Company

Kevin R. Wojtowicz
Attorney-in-Fact

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1936
KANSAS

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
W: nielsonbonds.com

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

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

PERFORMANCE BOND

Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue , Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)

P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($ 513,945.30),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in 2 (Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

Journey C&D Group, Inc.
Principal

By _____

_____
(Principal) Secretary

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

American Southern Insurance Company
Surety

NA
(Surety) Secretary

By _____
Attorney-in-Fact

Name NA
(Type)

Name Kevin Wojtowicz, Attorney-In-Fact
(Type)

(Corporate Seal)

P O Box 723030
(Address)

Atlanta, GA 31139

_____
Jessica Reno, Witness as to Surety

_____
Stephanie Wall, Witness as to Surety

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

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

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

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

END OF SECTION

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

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

PAYMENT BOND

Bond No.B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue, Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)
P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($513,945.30), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ of _____**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

Journey C&D Group, Inc.
Principal

_____
(Principal) Secretary

By _____

Name _____

Name _____

(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

ATTEST:

NA
(Surety) Secretary

Name NA
(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

(Type)

Title

(Address)

American Southern Insurance Company
Surety

By
Attorney-in-Fact

Name Kevin R. Wojtowicz
(Type)

P.O Box 723030
(Address)

Atlanta, GA 31139

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

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

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

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

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street, Topeka, Kansas 66611 **Mailing Address:** 3715 Northside Pkwy, NW, STE 4-800, Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest: _____
Melonie A. Coppola, Corporate Secretary

American Southern Insurance Company
By: _____
Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA NOTARY SEAL:

JONATHAN BELL
My Commission Expires
NOTARY PUBLIC
03-12-2025
CHEROKEE COUNTY, GA

_____
Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the _____ day of _____, _____.

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1998
KANSAS

_____
Jerry A. Underwood
Vice President – Surety

POA NUMBER: 94630

JOURNEY Journey C+D Group, Inc
Powered by RedTeam

CONSTRUCTION MANAGEMENT
CHANGE PROPOSAL
EXHIBIT B

3/28/2025

Audria Moore-Wells
City of Fort Pierce
700 NUS Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 227 0007-16 for **Additional Parking Lot Expenditures**

Project: GENERAL CONTRACTOR SERVICES - HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

02 - Existing Conditions

1. 8" Thick Lime Rock Base
2. 1O" Stabilized Subgrade (LBR-40) vs. 4"
3. Install 7 2x7 2 Grate To Existing Drain Line

Price: **$41,229.43** *Forty-One Thousand Two Hundred Twenty-Nine Dollars and Forty-Three Cents*

Time: The duration of the Work to achieve Substantial Completion will be **INCREASED by 55 days.**

Clarification(s):

- No abatement of any kind
- Dumpster included
- No Permit Fees Included

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Schedule Of Values
Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc
Clifford Moore
Chief Executive Off

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change

Customer Signature: _____ Date: _____
City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 16 - Additional Parking Lot Expeditures

Date: 03/28/2025

#	Description of Work	Scheduled Value ($)
1	Bond Fee	1,324.00
2	Project Management and Coordination	2,800.00
3	Site Erosion Control	800.00
4	Site Demolition - AdditionalRemoval Spoils 10" vs. 5-6"	1,928.00
5	Site Demolition - RemoveAdditional Base Rock	2,500.25
6	Site Pavement	23,338.87
7	Site Storm Structures	6,575.00
8	Profit	1,963.31
	Total:	41,229.43

2210001 - 16 - Additional Parking Lot Expeditures

Manager:Clifford Moore

As of 5/6/2025

Potential Change 16

	Description	Quantity	U/M	Labor($)	Material ($)	Subcontract ($)	Equipment ($)	Other($)	Total($)
02100	Site Erosion Control	1.00	l/s	0.00	0.00	800.00	0.00	0.00	800.00
	Site Erosion Control	1.00	l/s	Subcontract @	800.00				800.00
02200	Site Demolition - AdditionalRemoval Spoils 1O" vs. 5-6"	1.00	l/s	0.00	0.00	1,928.00	0.00	0.00	1,928.00
	Site Demolition - AdditionalRemoval Spoils 1O" vs. 5"-6"	1.00	l/s	Subcontract @	1,928.00				1,928.00
02600	Site Storm Structures	1.00	l/s	0.00	0.00	6,575.00	0.00	0.00	6,575.00
	Cut And Modify Inlet Instsall57 Stone	1.00	l/s	Subcontract @	5,925.00				5,925.00
	Install 12x12 Grate ToExisting Drain Line	1.00	l/s	Subcontract @	650.00				650.00
010000	Bond Fee	1.00	l/s	0.00	0.00	1,324.00	0.00	0.00	1,324.00
	Bond Fee	1.00	l/s	Subcontract @	1,324.00				1,324.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	2,800.00	0.00	0.00	2,800.00
	Project Management and Coordination	1.00	l/s	Subcontract @	2,800.00				2,800.00
025000	Site Demolition - RemoveAdditional Base Rock	1.00	l/s	0.00	0.00	2,500.25	0.00	0.00	2,500.25
	Site Demolition - RemoveAdditional Base Rock	1.00	l/s	Subcontract @	2,500.25				2,500.25
025000	Site Pavement	1.00	l/s	0.00	0.00	23,338.87	0.00	0.00	23,338.87
	1.5 Asphaltic Surface	1.00	l/s	Subcontract @	12,959.79				12,959.79
	8" Thick Lime Rock Base	52.00	cy	Subcontract @	79.79				4,149.08
	1O" Stabilized Subgrade (LBR-40} vs. 4"	1.00	l/s	Subcontract @	6,230.00				6,230.00
SUBTOTAL DIRECT		**0.00**		**0.00**	**39,266.12**		**0.00**	**0.00**	**39,266.12**
Indirect Costs		0.00		0.00	0.00		0.00	0.00	
Indirect Cost		0.00%		0.00%	0.00%		0.00%	0.00%	
TOTAL DIRECT &		**0.00**		**0.00**	**39,266.12**		**0.00**	**0.00**	**39,266.12**
Fee								5.00%	1,963.31
TOTAL PRICE									**41,229.43**

CHANGE ORDER NO. 12

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: 01/21/2025 CONTRACTOR: / Journey C + D Group, Inc.

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: 05/22/2023

CHANGE ORDER REQUESTED BY: City _X_ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

Original CONTRACT AWARD AMOUNT	$ $513,945.30
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S).....	$ 644,000.23
Net **INCREASE** of CONTRACT AMOUNT resulting from this CHANGE ORDER.....	$ **45,654.20**
Current CONTRACT AMOUNT Including this CHANGE ORDER.....	$ **689,654.43**
ORIGINAL CONTRACT TIME	210 Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER.....	81 Calendar Days
Net (Increase) Resulting from this CHANGE ORDER.....	14 Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER.....	02/28/2025

CHANGES ORDERED:

I. **GENERAL:**

This CHANGE ORDER is necessary to cover changes in the work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A."** General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Documents Incorporated by Reference, apply to and govern all Work under this CHANGE ORDER.

II. **REQUIRED CHANGES:**

The parking lot is 4-5 inches higher than the building, and it is pitched toward the building causing the building to be susceptible to flooding. The total cost of the proposed changes is $45,654.20, itemized in the Construction Management Change Proposal attached as **Exhibit "B."**

III. **JUSTIFICATION:**

The proposed change order will lower the parking elevation and pitch water to drain away from the building.

IV. **PAYMENT:**

Payment for the above listed items shall be made according to the Agreement. The funds for this change will be paid for out of FPRA Account Number: Improvements – Other Improvements - 104-9400563200.

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.

(Remainder of Page Left Blank)

RECOMMENDED BY:

By: Audria V. Moore
Signature

Name: Audria V. Moore, Special Projects Coord.

Date: 01/29/2025

ACCEPTED BY:

Contractor: / Journey C + D Group, Inc.

By:
Signature

Name: Clifford L. Moore Jr.

Date: 01/21/2025

By: CEO
Signature & Title

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

By:
Signature

Date: 2/11/25

APPROVED BY:

Linda Hudson, Mayor

By: Linda Hudson
Signature

Date: 2/11/25

Exihibit B

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT
CHANGE PROPOSAL
EXHIBIT B

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-12 for **Drainage Parking Lot Engineering**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Price:	**$ 45,654.20** *Forty Five Thousand Six Hundred Fifty Four Dollars and Twenty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 14 days.**
Clarification(s):	• No abatement of any kind • Dumpster included • No Permit Fees Included
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 12 - Drainage Parking Lot Engineering

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Parking Lot Drainage and New Asphalt	35,000.00
2	Parking Lot Drainage Engineering	3,800.00
3	Project Management and Coordination	3,470.00
4	Surveys	800.00
5	Profit	2,584.20
	Total:	45,654.20

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING
Detail by Cost Code

2210001 - 12 - Drainage Parking Lot Engineering

Manager:Clifford Moore

As of 12/17/2024

Potential Change 12

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
02100	Parking Lot Drainage and New Asphalt	1.00	l/s	0.00	0.00	35,000.00	0.00	0.00	35,000.00
	Parking Lot Drainage and New Asphalt - Allowance	1.00	l/s	Subcontract @	35,000.00	=			35,000.00
010000	Parking Lot Drainage Engineering	1.00	l/s	0.00	0.00	3,800.00	0.00	0.00	3,800.00
	Parking Lot Drainage Engineering	1.00	l/s	Subcontract @	3,800.00	=			3,800.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	3,470.00	0.00	0.00	3,470.00
	Project Management and Coordination	1.00	l/s	Subcontract @	3,470.00	=			3,470.00
022100	Surveys	1.00	l/s	0.00	0.00	800.00	0.00	0.00	800.00
	Surveys	1.00	l/s	Subcontract @	800.00	=			800.00

SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Fee					6.00%	2,584.20
TOTAL PRICE						**45,654.20**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Audria Moore, Special Projects Coordinator

FROM: Sara Hedges, City Attorney *SH*

RE: Approval of Change Order #16 to General Contractor Services-Highwaymen Museum

CAO RLS FILE: RLS 25-142

DATE: June 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to Change Order Number 16 for the Highwaymen Museum construction. You have indicated the $41,299.43 in this Change Order is in addition to the $45,654.20 already authorized in Change Order Number 12 to regrade the parking lot to stop the water intrusion, for a total of $86,953.63. The Change Order does not include a detailed explanation as to why an additional $41,299.43 on top of what was already authorized is being requested but speaks in generality. I recommend additional details be included in the justification of this Change Order.

Please note, the RFP documents were not provided with this Change Order, but it appears from the information included that the parking lot regrading may not have been contemplated in the RFP documents and responses received. Given this and the amount total amount being requested for this additional work at this time, I recommend you consult with the Purchasing Manager as to whether it is appropriate for a Change Order to be issued to add this additional work or whether a separate RFP should be issued for the dumpster enclosure construction.

A signature block for the FPRA needs to be added to the Change Order since this will need to be presented to both the City Commission and the FPRA Board due to the ownership and funding interests. With the updated signature information, the Change Order is approved as to form and correctness. Note, while additional detail as to the justification is recommended, it is legally sufficient as currently written.

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

Thank you.
SH

Outlook

Re: Highwaymen Parking Lot

From Audria Moore <amoore@cityoffortpierce.com>
Date Tue 5/13/2025 12:39 PM
To Mark Zrallack <mzrallack@cityoffortpierce.com>

1 attachment (1 MB)
Journey C&D Group- Change Order #15 -Dumpster Enclosure.pdf;

GREAT DAY, Mark!!

Thank you for taking the time to provide your expert input and provide this support for the site work.

I have attached the change order for the dumpster enclosure. Please review and let me know your opinion.

Gratefully yours,

Audria

Audria V. Moore, PMP
Special Projects Coordinator
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772.467.3184 • amoore@cityoffortpierce.com

From: Mark Zrallack
Sent: Tuesday, May 13, 2025 12:13 PM
To: Audria Moore
Subject: Highwaymen Parking Lot

Audria,

In my opinion, the revised plans and change order reflect an improved cost-effective approach compared to the original plan to address the drainage issues at this site. Additionally, I plan to inspect the existing base material following the milling work to determine if the existing material can be utilized following the grading work. This can provide additional cost savings and reduce waste in lieu of bringing in new material that may not be necessary. I stand ready to provide any further details or clarifications deemed necessary. Let me know if I can be of any further assistance.

Thanks,

Mark Zrallack, P.E. | City Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3773, Fax: 772.467.6847, 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey

Outlook

Re: Highwaymen Museum Change Order

From Gelencia Carter <gcarter@cityoffortpierce.com>
Date Fri 6/6/2025 10:43 AM
To Audria Moore <amoore@cityoffortpierce.com>

Great day, Audria!

I reviewed the CAO memo, and I agree that it is appropriate to issue a change order to accommodate additional work. Change orders typically address adjustments to the scope of work (SOW), materials, timelines, or costs. They often arise due to unforeseen site conditions, design revisions, or client requests.

For further details regarding change orders and to ensure that the additional work is acceptable and permissible, please refer to Article 13 of the fully executed contract.

Regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce
Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950
Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Audria Moore <amoore@cityoffortpierce.com>
Sent: Friday, June 6, 2025 7:22 AM
To: Gelencia Carter <gcarter@cityoffortpierce.com>
Subject: Highwaymen Museum Change Order

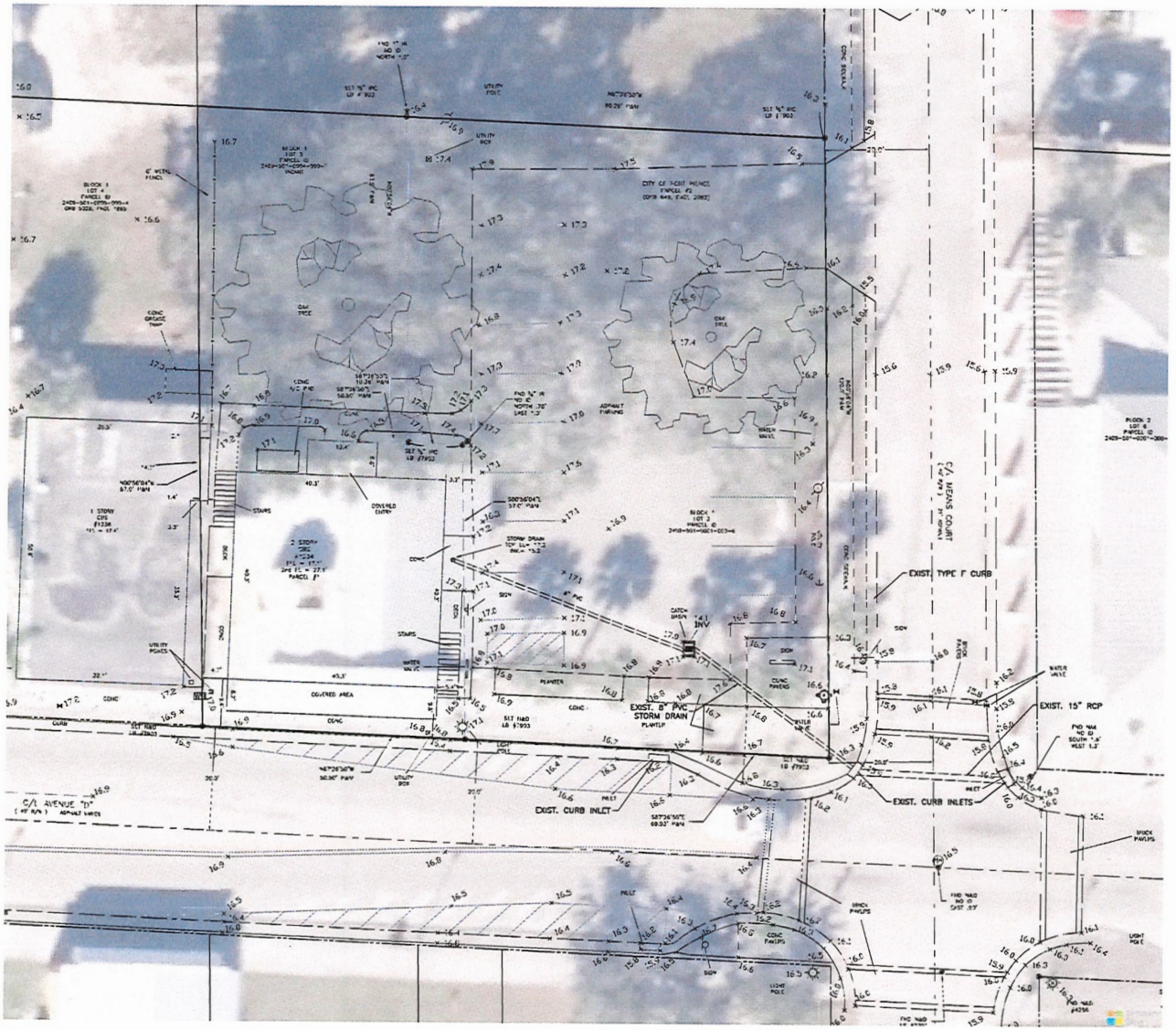
GREAT DAY, Genny!!

Do you have some time this morning to discuss the paragraph 2 of the attached memo?

Gratefully yours,

Audria

Audria V. Moore, PMP
Special Projects Coordinator
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772.467.3184 • amoore@cityoffortpierce.com



LEGEND:

- EXIST. PROPERTY LINE
- EXIST. EDGE OF PAVEMENT
- EXIST. CONCRETE
- EXIST. LOT LINE
- EXIST. FENCE
- PROP. BUILDING
- PROP. CONCRETE

N

Dylan O'Berry, P.E.
Civil Engineer
Art of Engineering
Port St. Lucie, Florida
(772) 203-0664
dylan@artofengineering.net
https://artofengineering.net

LICENSE
No. 88512
STATE OF FLORIDA
PROFESSIONAL ENGINEER

ART DYLAN O'BERRY
2674 SE RUFFIN TERRACE
PORT ST LUCIE, FL 34952
P.E. NO. 88512

DANIEL CALDERON

PERMITS REQUIRED

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

PERMIT#

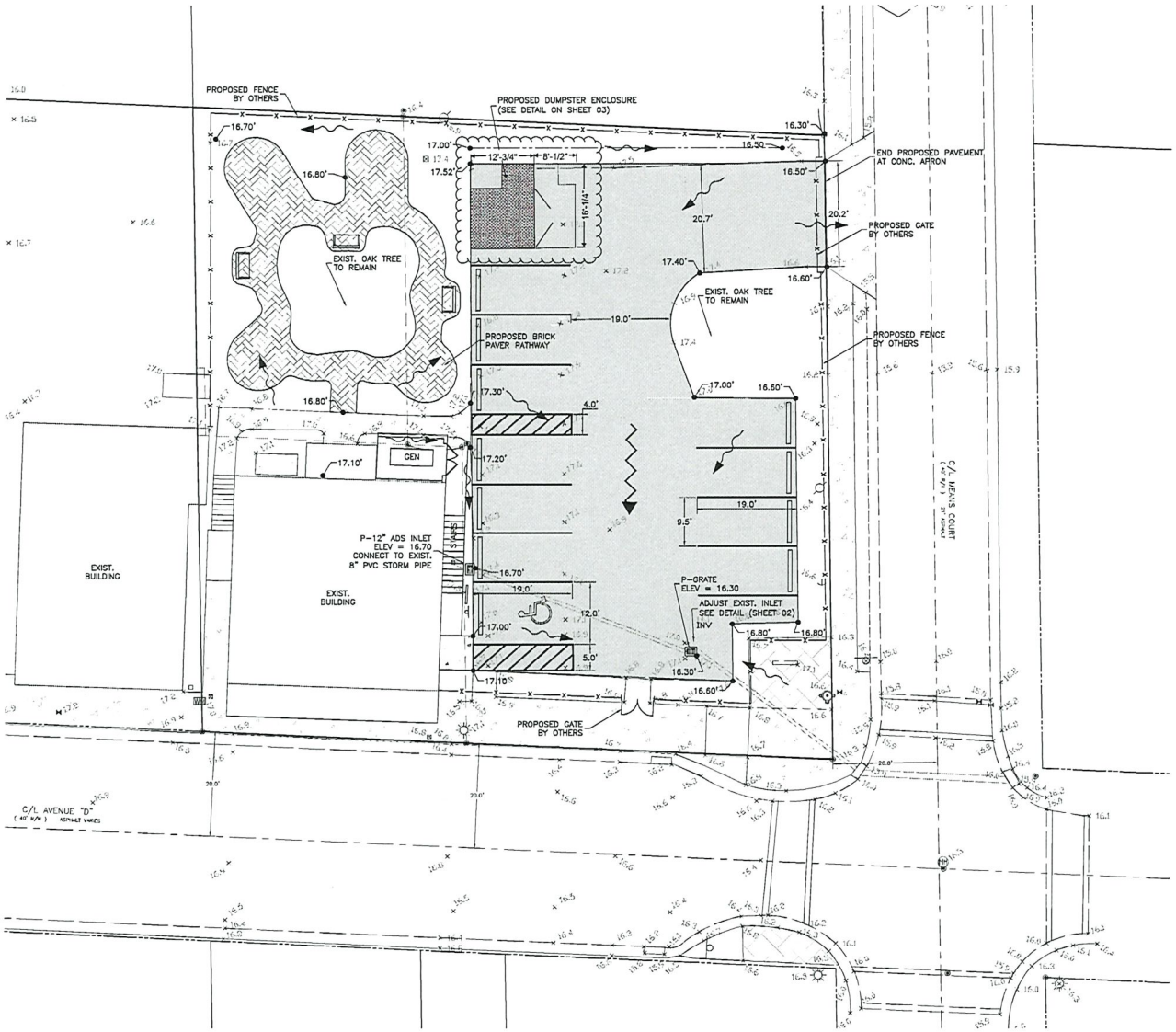
NO.	REVISIONS	DATE

Digitally signed by Art D O'Berry
Location: Art of Engineering, Inc. Port St Lucie, FL
Reason: I attest to the accuracy and integrity of this document
Contact Info: email: dylan@artofengineering.net phone: (772) 203-0664
Date: 2025.05.19 15:50:34-04'00'

HIGHWAYMEN MUSEUM
1234 AVENUE D
FORT PIERCE, FL 34950
ST LUCIE COUNTY

SHEET TITLE
EXISTING CONDITIONS & DEMO SHEET

DATE	SHEET
03/02/2025	01
SCALE 1:10	
DRAWN BY DC	



LEGEND:

- EXIST. PROPERTY LINE
- EXIST. EDGE OF PAVEMENT
- EXIST. CONCRETE
- EXIST. LOT LINE
- EXIST. FENCE
- PROP. BUILDING
- PROP. CONCRETE
- PROP. EDGE OF PAVEMENT

SITE DATA TABLE:

PARCEL ID	2409-501-0003-000-0 2409-501-0001-000-6 2409-501-0004-000-7
PROJECT AREA	0.33 AC (14,430 SF)
SECTION/TOWNSHIP/RANGE	X/X/X
ZONING	GENERAL CO
FUTURE LAND USE	GENERAL CO
FLOOD ZONE	X

EXIST. PERVIOUS	5,134 SF (35.6%)
EXIST. IMPERVIOUS	9,296 SF (64.4%)
TOTAL	14,430 SF (100.0%)
PROP. PERVIOUS	3,983 SF (27.6%)
PROP. IMPERVIOUS	10,447 SF (72.4%)
TOTAL	14,430 SF (100.0%)

PARKING INFO:	EXISTING	PROPOSED
PARKING SPACES	12	10
ADA SPACES	1	1

N

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Civil Engineer
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(772) 263-0664
dylan.a.oberry@gmail.com
https://artofengineering.net

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PERMIT#

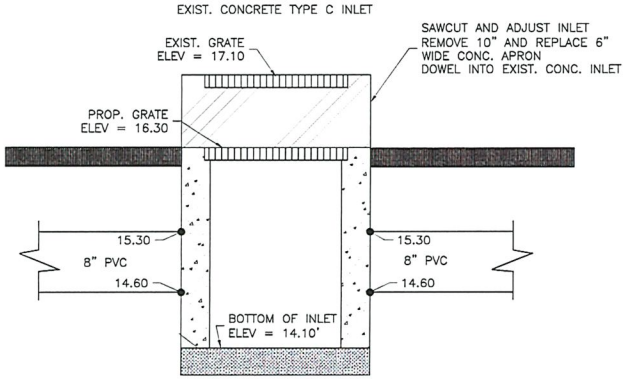
NO.	REVISIONS	DATE
01	PER CITY REVIEW	5/19/25

Digitally signed by Art D O'Berry
Location: Art of Engineering, Inc. Port St Lucie, FL
Reason: I attest to the accuracy and integrity of this document
Contact Info: email: dylan@artofengineering.net phone: (772) 263-0664
Date: 2025.05.19 15:56:15-04'00'

HIGHWAYMEN MUSEUM
1234 AVENUE D
FORT PIERCE, FL 34950
ST LUCIE COUNTY

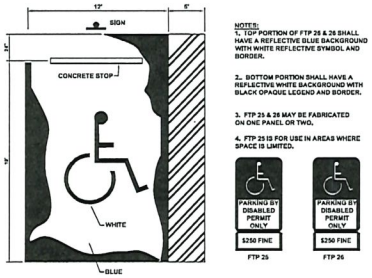
SHEET TITLE: PAVING, GRADING, & DRAINAGE PLAN

DATE: 03/02/2025
SCALE: 1:10
DRAWN BY: DC
SHEET: 02



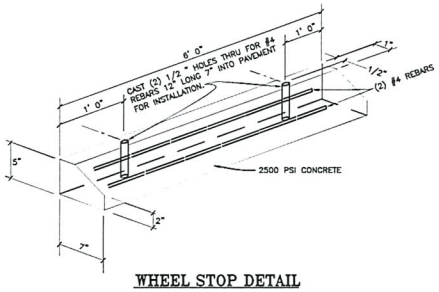
MODIFIED INLET DETAIL

N.T.S.



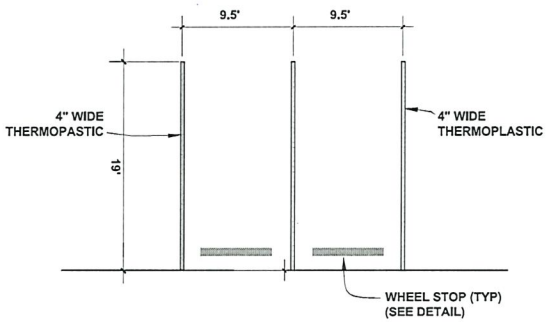
TYPICAL HANDICAP PARKING DETAIL

N.T.S.



WHEEL STOP DETAIL

N.T.S.



TYPICAL PARKING DETAIL

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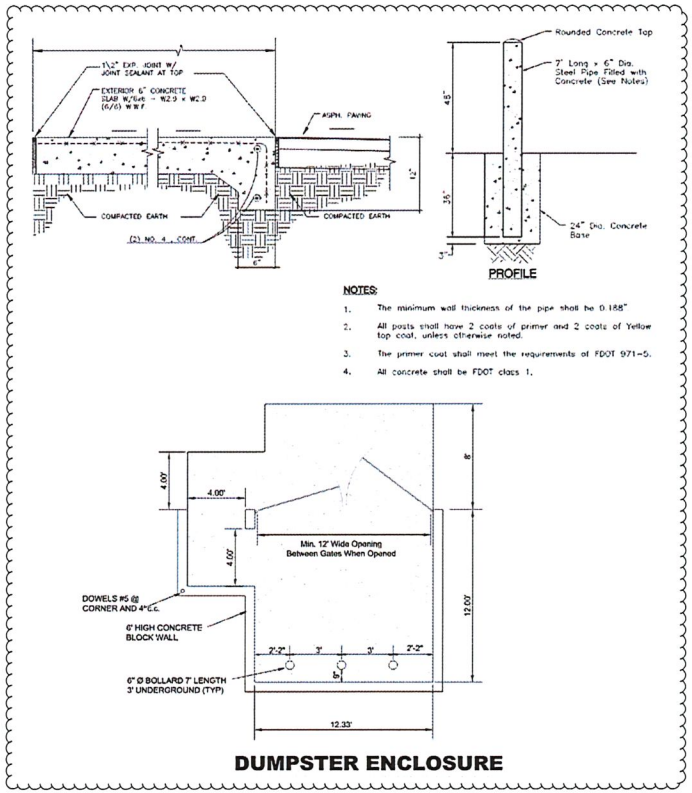
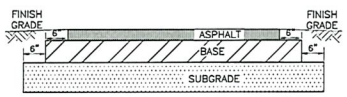


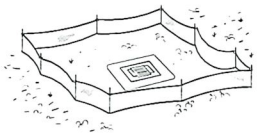
DUMPSTER ENCLOSURE



ASPHALT CONCRETE PAVEMENT: 1 1/2" FDOT TYPE SP-~~12.5~~ 9.5 (1ST LIFT)
~~1" FDOT TYPE SP-9.5 (2ND LIFT)~~
BASE: 8" COMPACTED LIMEROCK OR COQUINA BASE (LBR-100) SAME DENSITY AS SUBGRADE
SUBGRADE: 12" THICK COMPACTED SUBGRADE (LBR-40) DENSITY SHALL BE 98% OF MAXIMUM AS DETERMINED BY AASHTO T-180 METHOD

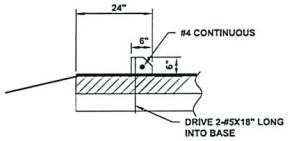
TYPICAL PAVEMENT SECTION

N.T.S.



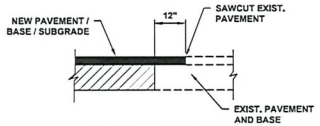
Type III Silt Fence Protection Around Ditch Bottom Inlets.

ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988).



TYPICAL WHEEL STOP SECTION

N.T.S.



SAW-CUT DETAIL

N.T.S.

ALL PROPOSED WORK COMPLIES WITH THE STANDARDS SET FORTH IN THE FLORIDA BUILDING CODE 8TH ED. (2023) AND THE CITY OF FORT PIERCE BUILDING DEPARTMENT

Dylan O'Berry, P.E.
Civil Engineer
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dylan@artofengineering.net
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DANIEL CALDERON

PERMITS REQUIRED

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- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

PERMIT#

NO.	REVISIONS	DATE
01	PER CITY REVIEW	5/19/25

Digitally signed by Art D O'Berry
Location: Art of Engineering, Inc. Port St Lucie, FL
Reason: I attest to the accuracy and integrity of this document
Contact Info: email: dylan@artofengineering.net phone: (772) 203-0664
Date: 2025.05.19 15:58:24-04'00'

HIGHWAYMEN MUSEUM
1234 AVENUE D
FORT PIERCE, FL 34950
ST LUCIE COUNTY

SHEET TITLE: DETAILS AND NOTES

DATE: 03/02/2025
SCALE: N/A
DRAWN BY: DC
SHEET: 03

City Commission Regular Meeting - 5:05 PM **11. H.**

Meeting Date: 07/07/2025

Re: U.S. DOE, Office of Energy Efficiency and Renewable Energy - EECBG Program Special Terms and Conditions-Grant Agreement

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Approval of U.S. DOE, Office of Energy Efficiency and Renewable Energy - Energy Efficiency Conservation Block Grant (EECBG) Program Special Terms and Conditions-Grant Agreement in the amount of $76,720.00.

SUMMARY:

Requesting approval of the Special Terms and Conditions from the U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy, for the Energy Efficiency and Conservation Block Grant (EECBG) Program.

The U.S. Department of Energy (DOE) received funding through the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA) to create or expand key agency programs. One of these programs is the Energy Efficiency and Conservation Block Grant (EECBG) Program, which received $550 million through BIL and is administered by DOE's Office of State and Community Energy Programs (SCEP).

The City of Fort Pierce has been allocated $76,720.00 for projects related to:

- Energy Efficiency and Conservation Programs for Buildings and Facilities
- Energy Efficiency Retrofit Grants for Government Agencies and Nonprofits
- On-site Renewable Energy in or on a Government Building

RECOMMENDATION:

Approve and Sign EECBG Program Special Terms and Conditions-Grant Agreement.

ALTERNATIVES:

Staff will proceed as recommended by the Commission.

RESPONSIBLE STAFF:

Grants Division Staff

COORDINATED WITH:

Community and Economic Development Director
Grants Division Staff

Fiscal Impact

Budgeted Y/N: N

Amount: 76,720.00

OTHER INFORMATION:

The approval of U.S. DOE, Office of Energy Efficiency and Renewable Energy - Energy Efficiency Conservation Block Grant (EECBG) Program Special Terms and Conditions-Grant Agreement allocates $76,720.00 for projects related to energy efficiency and conservation programs to the City of Fort Pierce.

Attachments

EECBG Program Technical Assistance Voucher Terms and Conditions Term 13 Revisions - 5.23.25

NEPA Determination for Technical Assistance Vouchers

AGO Opinion 1

AGO Opinion 2

AGO Opinion 3

AGO Opinion 4

CAO Final Memo - U.S. DOE, Office of Energy Efficiency and Renewable Energy - EECBG Program

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Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/25/2025 09:52 AM
City Manager	Richard Chess	06/26/2025 02:17 PM
Form Started By: Donnella Clarke		Started On: 05/29/2025 09:40 AM
Final Approval Date: 06/26/2025		

Special Terms and Conditions

The Technical Assistance Voucher Recipient ("Recipient"), which is identified in the voucher application, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	NEPA Determination

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (https://doerebates.my.site.com/eecbgvouchers/s/), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 3. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 4. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 5. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 6. Performance of Work in United States

A. **Requirement**
All work performed under this Award must be performed in the United States unless the Contracting Officer or the invoice reviewer designated by the Contracting Officer or the invoice reviewer designated by the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. **Failure to Comply**
If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer or the invoice reviewer designated by the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share of if the work is performed by the contractors or other project partners.

B. **Waiver for Work Outside the U.S.**
All work performed under this Award must be performed in the United States. However, the Contracting Officer or the invoice reviewer designated by the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer or the invoice reviewer designated by the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer or the invoice reviewer designated by the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer or the invoice reviewer designated by the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer or the invoice reviewer designated by the Contracting Officer may require

additional information before considering such request.

Term 7. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Recipients will review and sign-off on all applicable reporting prepared by the Technical Assistance Administrator. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 8. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 9. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 10. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer or the invoice reviewer designated by the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer or the invoice reviewer designated by the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 11. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 12. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 13. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 14. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 15. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 16. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer or the invoice reviewer designated by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 17. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer or the invoice reviewer designated by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer or the invoice reviewer designated by the Contracting Officer for any foreign travel costs.

Term 18. Budget Changes

A. Budget Changes Generally

The Contracting Officer or the invoice reviewer designated by the Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, must be approved in advance and in writing by the Contracting Officer or the invoice reviewer designated by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer or the invoice reviewer designated by the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

Subpart C. Miscellaneous Provisions

Term 19. Environmental, Safety and Health Performance of Work at DOE

Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 20. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 21. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 22. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 23. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 24. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 25. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 26. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity

violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 27. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 28. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 29. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;

4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 30. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

_____

Authorized Signature Date

Name:

Title:

Entity Name:

PMC-ND
(1.08.09.13)

U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION

RECIPIENT: EECBG Program - Office of State and Community Energy Programs **STATE:** Mult

PROJECT TITLE: EECBG Program Technical Assistance Vouchers

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
DE-FOA-0002882		GFO-EECBG-TAV23-001	

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:
Description:

A9 Information gathering, analysis, and dissemination	Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)
A11 Technical advice and assistance to organizations	Technical advice and planning assistance to international, national, state, and local organizations.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Energy Efficiency Conservation Grant Block Program (EECBG) as authorized by Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended, and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, 2 CFR Part 200 as amended by 2 CFR Part 910 and Section 40552 of the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58).

Under the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) DOE would distribute EECBG Technical Assistance Vouchers to eligible units of local government and Indian tribes (hereinafter “Recipients”). Estimated individual Recipient allocations are included in the ALRD. This EECBG Program is designed to assist these Recipients in developing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. Activities funded by the Technical Assistance Vouchers would include desktop activities, including but not limited to planning, designing, data collection, project management, training, outreach, reporting, and analyzing development of energy planning, energy efficiency, renewable energy, electric vehicles, and sustainable transportation type projects. No physical modifications to structures and no ground disturbance would occur.

NEPA PROVISION

DOE has made a final NEPA determination.

Notes:

Office of State and Community Energy Programs - EECBG
NEPA review completed by Amy Lukens, 9/18/2023.

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and

construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

The proposed action is categorically excluded from further NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: Electronically Signed By: Casey Strickland Date: 9/18/2023

NEPA Compliance Officer

FIELD OFFICE MANAGER DETERMINATION

- [x] Field Office Manager review not required
- [ ] Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____ Date: _____

Field Office Manager

Sovereign Immunity, indemnification agreements

Number: AGO 2000-22

Date: April 04, 2000

Subject:
Sovereign Immunity, indemnification agreements

Ms. Denise D. Dytrych
Palm Beach County Attorney
Post Office Box 1989
West Palm Beach, Florida 33402-1989

RE: SOVEREIGN IMMUNITY--COUNTIES--INDEMNIFICATION AGREEMENTS--county's ability to indemnify party of contract through agreement. s. 768.28, Fla. Stat.

Dear Ms. Dytrych:

You ask substantially the following questions:

1. May a county agree to indemnify another party to a contract for the county's own negligence in performance of the contract, if such indemnity does not exceed the limits in section 768.28, Florida Statutes?

2. If not, may the county agree to indemnify to the extent allowed by law, with a disclosure that such indemnification may be found void by a court of law and that the contracting party agrees to waive an estoppel argument to prevent the county from asserting that the indemnification is void?

3. May a county agree to purchase insurance to cover claims arising from a contract and name the contracting party as an additional insured or, alternatively, pay additional funds to the contracting party to purchase such insurance?

4. May a county agree that attorney's fees and costs will be paid to the prevailing party in a dispute arising from a contract, without an appropriation budgeted to cover the potential liability?

In sum:

1. & 2. A county may not agree to indemnify another party to a contract or alter the state's waiver of sovereign immunity such that the county's liability may be extended beyond the limits established in section 768.28, Florida Statutes.

3. A county may not agree to purchase insurance to cover claims arising from a contract and name the contracting party as an additional insured or, alternatively, pay additional funds to the contracting party to purchase such insurance. It is recognized, however, that a private vendor or party contracting with a public entity may incorporate the need for additional funds to purchase

insurance in its bid, such that the funds paid to the party will be used to purchase insurance to cover claims arising from the contract.

4. A county may not enter into an agreement that attorney's fees and costs will be paid to the prevailing party in a dispute arising from a contract to the extent such an agreement may alter the limits of liability established in section 768.28, Florida Statutes.

Questions One and Two

The ability to bring suit against the state and its subdivisions is derived from Article X, section 13, Florida Constitution, providing in part that "[p]rovision shall be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating." Thus, the power to waive the state's sovereign immunity rests with the state Legislature.[1]

By enacting section 768.28, Florida Statutes, the Legislature created a limited waiver of the state's immunity in tort.[2] Monetary limits are specified to allow payment of a judgment against the state or its agencies or subdivisions to any one person not to exceed $100,000 for any claim or judgment that, when totaled with all other claims or judgments paid by the state arising out of the same incident or occurrence, does not exceed $200,000.[3]

It is well settled that section 768.28, Florida Statutes, constitutes the only manner in which the state's immunity in tort has been waived.[4] While it has been judicially recognized that a legislative grant of the power to contract constitutes a waiver of the state's immunity to be sued in contract,[5] there have been no decisions that such authority would allow a political subdivision to contract away its immunity in tort beyond that provided in section 768.28, Florida Statutes.

In light of the waiver of immunity in tort under section 768.28, Florida Statutes, on behalf of the state and its subdivisions, and in the absence of any statutory provision that authorizes a county to alter the terms of that section by contract, the county may not agree to indemnify another entity for the county's negligence beyond that in section 768.28, Florida Statutes. It makes common sense, however, that a county could contractually recognize its liability as provided by law.

The Supreme Court of Florida has recently determined in *Florida Department of Natural Resources v. Garcia*[6] that a plain reading of section 768.28(18), Florida Statutes, shows that "government entities are only prohibited from entering into agreements to indemnify another government entity for the other entity's negligence, or to assume any liability for the other entity's negligence."

Section 768.28(18), Florida Statutes, expressly provides:

"Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. *Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence*. This does not preclude a party from

requiring a nongovernmental entity to provide such indemnification or insurance." (e.s.)

While it has been argued that the above language only prohibits a clause in which the state agrees to indemnify another party or assume liability for the other party's negligence, this office has taken the position that the statute clearly provides that a state agency or a subdivision of the state may not waive any defense of sovereign immunity or increase the limits of its liability when entering into a contract with another party.[7] This interpretation would preclude the county from including language in a contractual agreement that would affect any defense the county may raise under section 768.28, Florida Statutes, or otherwise altering the extent of the state's waiver of sovereign immunity.

In Attorney General Opinion 99-56, this office was asked whether the Florida National Guard could enter into a land use agreement that contained an indemnification clause. While the agreement recognized that any indemnification would have to be consistent with state law, the contract further provided that the Guard waived all rights and released the county from all demands or claims arising from the agreement. This office concluded that, absent statutory authority, an agency may not enter into agreements that alter the state's waiver of immunity and such language releasing the county from liability arising under the contract might be construed as extending the liability of an agency beyond that for which it would otherwise be legally liable.

As applied to the instant situation, the *Garcia* decision recognizes that a county may agree to indemnify another public entity that is a party to a contract for the county's own negligence. Any such indemnification agreement, however, would have to be crafted to make clear that it does not alter the state's waiver of sovereign immunity or extend the county's liability beyond the limits established in section 768.28, Florida Statutes.

Accordingly, the county may agree to indemnify another party for the county's own negligence, but may not otherwise alter the extent of its liability under section 768.28, Florida Statutes.

Question Three

As noted above, a subdivision of the state may not enter into a contract with a provision that requires one party to indemnify or insure the other party for the other party's negligence.[8] Moreover, as reflected in the previous discussion, nothing in a contract may alter the state's waiver of sovereign immunity.

Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose or to have any combination thereof in anticipation of any judgment or settlement that its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in section 111.07, Florida Statutes. This authority is reiterated in section 768.28(15)(a), Florida Statutes, providing that the state's subdivisions are authorized

"to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to this section."

The plain language of the statute limits the procurement of insurance for the coverage of claims, judgments and claims bills for which the governmental entity may be liable to pay pursuant to section 768.28, Florida Statutes. There is no authority to purchase insurance for the benefit of the other party to a contract, effectively providing for the indemnification of the other party.[9]

It is recognized, however, that a private vendor or party contracting with a public entity may incorporate the need for additional funds to purchase insurance in its bid or proposal, such that the funds paid by the county to the party for performance of the contract will be used to purchase insurance to cover claims arising from the contract.

Question Four

As discussed above, the county may not agree to alter the state's waiver of sovereign immunity and extend the county's liability beyond the limits established in section 768.28, Florida Statutes. Thus, a county may not enter into an agreement that attorney's fees and costs will be paid to the prevailing party in a dispute arising from a contract to the extent such an agreement alters the limits of liability established in section 768.28, Florida Statutes.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tls

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[1] *See Arnold v. Shumpert,* 217 So. 2d 116 (Fla. 1968); *Davis v. Watson*, 318 So.2d 169 (Fla. 4th DCA 1975), *cert. den*., 330 So. 2d 16 (Fla. 1976). *Cf*. s. 215.245, Fla. Stat., permitting the state and its political subdivisions to enter into indemnification agreements with the Federal Government with respect to water resources development projects.

[2] *See* s. 768.28(1), Fla. Stat., stating in part:

"In accordance with s. 13, Art. X, State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this act. . . ."

And see Department of Health and Rehabilitative Services v. McDougall, 359 So. 2d 528, 532 (Fla. 1st DCA 1978) (a state agency is liable for a wrongful act or omission of any employee of the agency while acting within the scope of his office or employment under circumstances in which the state or such agency, if a private person, would be liable to the claimant in accordance with the general laws of this state).

[3] Section 768.28(5), Fla. Stat.

[4] *See* Op. Att'y Gen. Fla. 99-56 (1999).

[5] *See Pan-Am Tobacco Corporation v. Department of Corrections,* 471 So. 2d 4 (Fla. 1984). Section 768.28(2), Fla. Stat., includes counties and municipalities within the definition of "state agencies or subdivisions."

[6] Slip Op. No. SC93065, February 10, 2000, (Fla. 2000).

[7] *See* Op. Att'y Gen. Fla. 95-12 (1995) (Department of Health and Rehabilitative Services was not authorized to enter into contractual agreement to hold another governmental entity harmless from any damage, loss, or injury arising out the negligence by departmental employees, agents, or subcontractors).

[8] *See* s. 768.28(18), Fla. Stat.

[9] *Cf.* Ops. Att'y Gen. Fla. 94-14 (1994) and 93-34 (1993) (district school board may obtain insurance in excess of the limits of sovereign immunity in anticipation of claims bill which it may be liable to pay; by doing so, it does not waive its defense of sovereign immunity or increase its limits of liability).

Indemnification contracts

Number: INFORMAL

Date: March 21, 1997

Ms. Helene C. Rosen
General Counsel, Palm Beach
County Health Care District
Post Office Box 810037
Boca Raton, Florida 33481-0037

Dear Ms. Rosen:

You ask whether the Palm Beach County Health Care District may, by contract, agree to indemnify and to hold harmless another agency, whether governmental or nongovernmental, for any damage, loss, or injury arising out of the negligent or wrongful acts of the district or its employees. Attorney General Butterworth has asked me to respond to your letter.

Article X, section 13, Florida Constitution, provides in part that "[p]rovision shall be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating." Thus, the power to waive the state's sovereign immunity rests with the state Legislature.[1]

With the enactment of section 768.28, Florida Statutes, the Legislature has created a limited waiver of the state's immunity in tort.[2] Monetary limitations are specified allowing payment of a judgment against the state or its agencies or subdivisions by any one person not to exceed $100,000 for any claim or judgment which, when totaled with all other claims paid by the state arising out of the same incident or occurrence, does not exceed $200,000.[3]

While there is no analogous statutory waiver of sovereign immunity in contract, The Supreme Court of Florida has stated that where the Legislature has, by general law, authorized the state and its agencies to enter into contracts, it has, in effect, waived the state's immunity in contract.[4] As stated by the Court, however, the waiver of the state's immunity in contract "is applicable only to suits on express, written contracts into which the state agency has statutory authority to enter."[5]

This office, in considering whether public agencies may enter into indemnification or hold harmless agreements with private or public entities, has previously stated that in the absence of statutory authorization, such agreements are impermissible.[6] For example, in Attorney General Opinion 80-77, this office concluded that the Governor could not, in the absence of a statute, waive the immunity of the state by agreeing the state would waive certain defenses and hold the United States harmless for any violations that the state or its employees might commit. Similarly, in Attorney General Opinion 90-21, this office stated that the Department of Corrections was not authorized to indemnify and hold a private company harmless for any damage, loss or injury caused by the department, its employees or agents.

The waiver of the state's immunity in tort has already been accomplished by section 768.28, Florida Statutes. I am not aware of any statutory provision which authorizes the department to alter the terms of section 768.28 by contract. While the courts have recognized that a legislative grant of the power to contract constitutes a waiver of the state's sovereign immunity to be sued in contract, I am not aware of any decision concluding that such authority encompasses the power to waive the state's sovereign immunity in tort beyond that which is already provided in section 768.28.

In Attorney General Opinion 95-12, this office considered the language in section 768.28(18), Florida Statutes, which states:

"Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence."

The county took the position in the above opinion that the language of section 768.28(18) only prohibited a clause in which the Department of Health and Rehabilitative Services would indemnify or assume liability for the county's negligence but would not prohibit a contractual provision holding the county harmless for any damage, loss or injury caused by the department, its employees or agents. This office concluded, however, that the first sentence of section 768.28(18) clearly prohibits a state agency from waiving *any* defense of sovereign immunity or increasing the limits of its liability when entering into a contract with a political subdivision of the state. Thus, the department could not enter into an agreement containing indemnification or hold harmless provisions that alter the state's waiver of immunity in tort or otherwise impose liability on the department for which it would not otherwise by law be responsible.

In a subsequent informal opinion to the Assistant City Attorney for Coral Springs, this office was asked to comment upon the validity of an interlocal agreement provision providing that the city agreed to bear the responsibility for the defense of and cost incurred in defending the school board from any and all liability resulting from the city's own actions. While this office recognized that it will not pass on the validity of any particular contractual provision, it stated that the city could not waive any defense of sovereign immunity or increase the limits of its liability by contract: "This conclusion would not preclude a contractual provision in the interlocal agreement which would clearly provide that each party will be liable for any losses or damages for which that party may be found legally responsible; however, it would appear to preclude any indemnity or hold harmless provisions in this contract."

As noted in the informal opinion, this office will not pass on the validity of any particular contractual provision. The opinions of this office, however, have recognized that a public agency may not, in the absence of a statute, enter into hold harmless or indemnification agreements which alter the state's waiver of immunity in tort or otherwise impose liability on the agency for which it would not otherwise be responsible. While a public agency would not be precluded from entering into a contract with a provision that clearly states that each party will be liable for any losses or damages for which that party may be found legally responsible, contractual provisions requiring a public agency to hold harmless or indemnify another entity for the public agency's

acts may be construed by the courts as extending the liability of the agency beyond that which it would otherwise be legally liable.

I am enclosing copies of several of the Attorney General Opinions which discuss this issue. I trust, however, that the above informal comments may be of assistance to you in resolving this matter.

Sincerely,

Joslyn Wilson
Assistant Attorney General

JW/tgk

Enclosures: Ops. Att'y Gen. Fla. 90-21 (1990) and 95-12 (1995); Inf. Op. to Mr. Leonard Rubin, dated November 6, 1996.

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[1] *See Arnold v.* Shumpert, 217 So. 2d 116 (Fla. 1968); *Davis v. Watson*, 318 So. 2d 169 (Fla. 4th DCA 1975), *cert. denied*, 330 So. 2d 16 (Fla. 1976).

[2] *See* s. 768.28(1), Fla. Stat., stating in part:

"In accordance with s. 13, Art. X, State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this act. . . ."

[3] Section 768.28(5), Fla. Stat.

[4] *Pan-Am Tobacco Corporation v. Department of Corrections*, 471 So. 2d 4 (Fla. 1984).

[5] *Id.* at 6.

[6] *See*, *e.g.,* Ops. Att'y Gen. Fla. 78-20 (1978) (state agency may not, in absence of general law so providing, enter into indemnification contract imposing liability upon state); 84-103 (1984) (city prohibited from agreeing to indemnify private corporation for any financial losses it might suffer over term of agreement).

Indemnity or assumption of risk clauses

Number: INFORMAL

Date: October 27, 2000

The Honorable Everett A. Kelly
Representative, District 42
123 North St. Clair Abrams Avenue
Tavares, Florida 32778

Dear Representative Kelly:

The Department of Business and Professional Regulation has forwarded your letter on behalf of a constituent to this office. The constituent has expressed his concern about assumption of risk and indemnification language contained on the ticket of the local golf club.

The determination of the validity of an indemnity or assumption of risk provision must be made by a court of competent jurisdiction in an appropriate judicial proceeding. In an effort to be of assistance, however, the following general comments are offered.

While certain types of indemnification or hold harmless agreements are impermissible, there is no prohibition against all such agreements.[1] Such contracts, however, are subject to the general rules governing the formation, validity, and construction of all contracts.[2]

Generally, an indemnity agreement is one in which the promisor agrees to protect the promisee against loss or damages by reason of liability to a third party.[3] An agreement for indemnification that protects an indemnitee against its own negligence is valid as long as the contract expresses an intent to indemnify against the indemnitee's own wrongful actions in clear and unequivocal terms.[4] Contracts providing indemnification for one's own negligence are disfavored in Florida and are strictly construed.[5]

Releases from liability have been upheld as enforceable in sporting events.[6] Thus, the doctrine of express assumption of the risk as a contractual concept is still viable. The courts have held that exculpatory clauses clearly stating that a party is released from liability for its own negligence in clear and unequivocal words are effective.[7]

In *Blackburn v. Dorta*,[8] the Supreme Court of Florida contrasted implied assumption of the risk with "express assumption of the risk" and said:

"Included within the definition of express assumption of risk are express contracts not to sue for injury or loss which may thereafter be occasioned by the covenantee's negligence as well as situations in which actual consent exists such as where one voluntarily participates in a contact sport."

Recently, for example, the First District Court of Appeal in *Borden v. Phillips*[9] upheld the language of an exculpatory clause that was clear and unambiguous, reflecting a diver's

contractual assumption of risks inherent in scuba diving and his intent to release the boat owner, captain, and professional association from all liability, including any resulting from their own negligence. The court held that the release was enforceable in a wrongful death action arising from the diver's drowning while taking scuba training, where a signed release expressly stated that none of the released parties could be held liable for any injury or death resulting from "the negligence of any party, including the released parties, whether passive or active."

I trust that the above informal advisory comments may be of assistance.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tgk

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[1] *See, e.g.,* s. 725.06, Fla. Stat., stating:

"Any portion of any agreement or contract for, or in connection with, any construction, alteration, repair, or demolition of a building, structure, appurtenance, or appliance, including moving and excavating connected with it, or any guarantee of, or in connection with, any of them, between an owner of real property and an architect, engineer, general contractor, subcontractor, sub-subcontractor, or materialman, or between any combination thereof, wherein any party referred to herein obtains indemnification from liability for damages to persons or property caused in whole or in part by any act, omission, or default of that party arising from the contract or its performance shall be void and unenforceable unless:
(1) The contract contains a monetary limitation on the extent of the indemnification and shall be a part of the project specifications or bid documents, if any, or
(2) The person indemnified by the contract gives a specific consideration to the indemnitor for the indemnification that shall be provided for in his or her contract and section of the project specifications or bid documents, if any."

[2] *Dade County School Board v. Radio Station WQBA*, 731 So. 2d 638 (Fla. 1999).

[3] *See Dade County School Board v. Radio Station WQBA*, *supra*; *Royal Indemnity Company v. Knott*, 136 So. 474, 479 (Fla. 1931).

[4] *See Cox Cable Corporation v. Gulf Power Company*, 591 So. 2d 627 (Fla. 1992) (provision to indemnify, protect and save forever harmless from and against any and all claims was insufficient to provide indemnity for the indemnitee's own acts of negligence); *University Plaza Shopping Center, Inc. v. Stewart*, 272 So. 2d 507 (Fla. 1973).

[5] *United Parcel Service of America, Inc. v. Enforcement Security Corporation*, 525 So. 2d 424 (Fla. 1st DCA 1987); *SEFC Building Corporation v. McCloskey Window Cleaning, Inc.*, 645 So. 2d 1116 (Fla. 3d DCA 1994) (contracts which attempt to indemnify party for its own wrongful acts

are viewed with disfavor and will be enforced only if they express such intent in clear, unequivocal terms).

[6] *See, e.g., DeBoer v. Florida Offroaders Driver's Association*, *Inc.*, 622 So. 2d 1134 (Fla. 5th DCA 1993); *Banfield v. Louis*, 589 So. 2d 441 (Fla. 4th DCA 1991).

[7] *Van Tuyn v. Zurich American Insurance Company*, 447 So. 2d 318 (Fla. 4th DCA 1984).

[8] 348 So. 2d 287, 290 (Fla. 1977). *Cf. O'Connell v. Walt Disney World Company*, 413 So. 2d 444, 448 (Fla. 5th DCA 1982); *Donaldson v. Cenac*, 675 So. 2d 228, 230 (Fla. 1st DCA 1996) (assumption of the risk cannot apply unless a plaintiff actually knows or in law is deemed to know that a particular risk--here the risk of negligent injury--was present, and understood the nature of the risk); *Van Tuyn v. Zurich American Insurance Company*, *supra* (for express "assumption of risk" to be valid, either by contract or by voluntary participation in an activity, it must be clear that the plaintiff understood that she was assuming the particular conduct by defendant which caused her injury).

[9] 752 So. 2d 69 (Fla. 1st DCA 2000).

Interlocal agreement, indemnification provisions

Number: INFORMAL

Date: November 19, 1996

Mr. Leonard G. Rubin
Assistant City Attorney of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

Dear Mr. Rubin:

According to your letter, the City of Coral Springs wishes to enter into an interlocal agreement with the Broward County School Board. The agreement would set forth the duties and obligations of the city and the school board with regard to "the implementation of municipal school concurrency review." As part of this cooperative effort, the school board and the city will jointly review proposed development to ensure that school concurrency requirements are met.

You have provided a copy of a draft of the interlocal agreement. In two separate provisions the city agrees to bear the responsibility for the defense of and cost incurred in defending the school board from any and all liability resulting from the city's own actions. You have asked for this office's comment on the validity of these indemnification provisions.

While this office will not pass on the validity of particular contractual provisions,[1] the following informal comments may be of assistance in resolving this matter.

Section 768.28, Florida Statutes (1996 Supp.), serves to waive the sovereign immunity of the state and its agencies and subdivisions to the extent specified in that section. Monetary limitations are specified allowing payment of a judgment against the state or its agencies or subdivisions by any one person not to exceed $100,000 for any claim or judgment which, when totaled with all other claims paid by the state arising out of the same incident or occurrence, does not exceed $200,000.[2] Punitive damages are excluded.[3]

State agencies or subdivisions within the scope of section 768.28, Florida Statutes, are defined to include "counties and municipalities; and corporations primarily acting as instrumentalities or agencies of the state, counties, or municipalities . . . ."[4] This office has consistently advised governmental entities that it is impermissible for them to become a party to a contract that includes an indemnification or hold harmless provision in the absence of legislative authorization.[5]

For example, this office, in Attorney General's Opinion 80-77, concluded that the Governor, in the absence of a statute, was not authorized to waive the sovereign immunity of the state by agreeing that the state would waive certain defenses and would hold the United States harmless from any violations of the regulations prescribed by the United States Department of the Interior that the state or its employees may commit. More recently, this office determined that the Department of Corrections could not by contract agree to indemnify and hold a private company

harmless for any damage, loss, or injury caused by the department, its employees of agents.[6] Similarly, in Attorney General's Opinion 95-12, this office advised the Department of Health and Rehabilitative Services that it could not contractually indemnify and hold harmless the Board of County Commissioners of Collier County for any damage, loss, or injury arising out of the negligent provision of services by HRS or its employees at a county health unit.

A limited waiver of the state's immunity in tort has already been accomplished by section 768.28, Florida Statutes (1996 Supp.). Subsection (1) of section 768.28 provides in part:

"In accordance with s. 13, Art. X, State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this act. Actions at law against the state or any of its agencies . . . to recover damages in tort for money damages against the state or its agencies . . . for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency . . . while acting within the scope of his office or employment under circumstances in which the state or such agency . . . if a private person, would be liable to the claimant, in accordance with the general laws of this state, may be prosecuted subject to the limitations specified in this act."

Subsection (18) of the statute, however, expressly provides:

"Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence. This does not preclude a party from requiring a nongovernmental entity to provide such indemnification or insurance."

In Attorney General's Opinion 95-12 this office considered the argument that subsection (18), above, only prohibits a clause in which one agency would indemnify another or would assume liability for the other agency's negligence. The opinion concludes that "[w]hile the second sentence of section 768.28(18), Florida Statutes (1994 Supp.), does prohibit such a clause, the first sentence of the statute clearly provides that a state agency may not waive any defense of sovereign immunity or increase the limits of its liability when entering into a contract with a political subdivision of the state."

Thus, it is the position of this office that the City of Coral Springs is not authorized to waive any defense of sovereign immunity or increase the limits of its liability by contract. This conclusion would not preclude a contractual provision in the interlocal agreement which would clearly provide that each party will be liable for any losses or damages for which that party may be found legally responsible, however, it would appear to preclude any indemnity or hold harmless provisions in this contract.

I trust that these informal comments will assist you in resolving this matter.

Sincerely,

Gerry Hammond
Assistant Attorney General

GH/tgk

Enclosure

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[1] *See* Department of Legal Affairs Statement of Policy Concerning Attorney General Opinions (copy enclosed).

[2] Section 768.28(5), Fla. Stat. (1996 Supp.).

[3] *Id.*

[4] Section 768.28(2), Fla. Stat. (1996 Supp.).

[5] *See, e.g.,* Ops. Att'y Gen. Fla. 95-61 (1995), 93-24 (1993), 90-21 (1990), 89-61 (1989), and 85-66 (1985).

[6] *See* Op. Att'y Gen. Fla. 90-21 (1990).

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: THERESA-MARIA ORELLANA, GRANT WRITER, COMMUNITY AND ECONOMIC DEV, GRANTS DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: U.S. DOE, OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY- EECBG PROGRAM SPECIAL TERMS AND CONDITIONS

CAO RLS FILE: 25-103

DATE: APRIL 24, 2025

I have reviewed the above request for legal services related to the U.S. Department of Energy ("DOE") EECBG program special terms and conditions. While this document is titled Special Terms and Conditions", it is an agreement between the City and DOE. The information you provided in Agenda Quick says it is intended for the City Manager to sign this agreement. Typically, grant agreements are signed by the Mayor following a vote of the City Commission. Unless DOE is requiring this to be signed by the City Manager (who is considered the Chief Executive of the City, per the Charter), which should be confirmed in writing, this agreement should be signed by the Mayor after a vote by the City Commission to approve it. While this agreement is approved as to legal form and correctness, meaning it can legally be entered into as written, there are terms and concerns noted below and a recommendation that this agreement not be entered into by the City with the indemnification language that has been included. This Memorandum should be reviewed in its entirety, *carefully*.

A copy of the application submitted by your Department was not attached, so I cannot opine as to what conditions are directly applicable to the City, but be aware that the document is an agreement acknowledging the City will comply with *all* of the terms and conditions required by the DOE for award of the grant money. Failure to comply with the conditions could result in termination of funds and being banned from future grants with federal agencies. It will be your responsibility to understand the terms and conditions as they apply to the application submitted.

Under Term 5, the City is bound to the application it submitted:

> DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. *The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award…*

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Under Term 7, the City must submit reports, as delineated in the checklist provided with the award. The checklist was not attached to this RLS, so again, it will be your responsibility to understand and follow the reporting requirements:

> The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. *Recipients will review and sign-off on all applicable reporting prepared by the Technical Assistance Administrator.* Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies."

Under Term 9, if the City is to include an acknowledgment and disclaimer to any publication "arising out of" or "relating to" work performed under the award. This would include press communications put out by the City in emails or postings on the City's website:

> *The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not*:
>
> • Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"
>
> • Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Under Term 13, the City is required to indemnify the DOE. Specifically, the agreement states:

> The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Generally, this Office does not recommend the City enter into agreements requiring indemnification. Indemnification is disfavored by the Courts. Further, indemnification language is advised against by the Florida Attorney General's Office due to the language of Section 768.28, Florida Statutes. I have included Attorney General Opinions with this Memorandum in support of and to explain this Office's position that terms requiring the City to indemnify another should not be entered into by the City. The Florida Supreme Court, in a matter of first impression, has found, however, that "government entities are only prohibited from entering into agreements to indemnify another government entity for the other entity's negligence, or to assume any liability for the other entity's negligence". Fla. Dep't of Nat. Res. v. Garcia, 753 So. 2d 72, 77 (Fla. 2000). While such may now be permitted by this one ruling by the Florida Supreme Court, such does not mean it is required or recommended. Additionally, as written, this term does not make any attempts to protect the City's sovereign immunity under Section 768.28, Florida Statutes. Therefore, it is recommended:

1. Term 13 be removed from this agreement, or
2. If DOE refuses to remove the term, a clause should be added to the beginning of the term that says: "To the maximum extent permitted by law…" and a sentence should be added to the end of the term that reads as follows: Nothing herein shall be construed to be a waiver of sovereign immunity or to increase any limits therein applicable to the Recipient, pursuant to Section 768.28, Florida Statutes.

If DOE refuses either of the above two options or agrees to option two (2) above, the agreement may legally be entered into as written, with the understanding that the City could be found to have waived sovereign immunity by signing the agreement. This would mean the City could be found to have no immunity protections from a lawsuit and no cap on the amount awarded to a Plaintiff. Further, the City's insurance company may refuse to defend or cover the lawsuit or any monetary judgment.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **11. I.**

Meeting Date: 07/07/2025

Re: CDBG FY 24-25 Public Service Agency Grant - E.N.D. It, Corporation

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Approval of a public service agency grant award to E.N.D. It, Corporation in the amount not to exceed $5000.00.

SUMMARY:

This public service agency grant application was reviewed by the Community Wide Council (CWC) and recommended for approval. The City Commission will make the final decision on the awarding of this public service agency grant.

RECOMMENDATION:

The City of Fort Pierce's Communitywide Council (CWC) has recommended the approval of this public service agency grant award.

ALTERNATIVES:

The Grants Division will make updates based on the recommendations of the City Commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Administration Manager

COORDINATED WITH:

Grants Administration Division
Shyanne Harnage, Community and Economic Development Director

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024 -2025
Account:	1039002
Amount:	5000

OTHER INFORMATION:

The Grants Administration Division seeks the approval of a public service agency grant in the amount not to exceed $5000.00. E.N.D. It, Corporation.

Attachments

2024-2025 CDBG PSA - E.N.D. It, Corporation - Agreement
2024-2025 CDBG PSA - E.N.D. It, Corporation - Exhibit A

CAO Memo - CDBG PSA - E.N.D. It Corporation
2024-2025 CDBG - PSA - E.N.D. It, Corporation - Application

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/24/2025 06:19 PM
Form Started By: Donnella Clarke		Started On: 06/16/2025
Final Approval Date: 06/24/2025		

PUBLIC SERVICE AGENCY GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ **2025**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and **E.N.D. IT!, CORPORATION** located at **804 S 6th St. Fort Pierce, Florida 34950**, a **Florida non-profit organization**, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

WHEREAS, the Fort Pierce City Commission, on July 19, 2021, was presented the 2021-2025 Consolidated Plan; and

WHEREAS, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **National Objectives:** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity(ies) carried out under this Agreement will **benefit low- and moderate-income persons.**

2. **Scope of Project:** The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient**, is set forth in **Exhibit "A"** to this Agreement.

3. **Term of Contract:** This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **August 30, 2025.**

4. **Specific Conditions:**

   A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** hereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All **funds** from **Grantor** to **Subrecipient** being disbursed under the terms of this Agreement shall be used by **Subrecipient** solely for the purposes specified in **Exhibit "A."**

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2024-2025 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

   D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount

requisitioned under the terms of this Agreement.

E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations which have been paid by another source of revenue.

F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

G. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

H. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.

5. **Alteration:** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. **General Conditions:**

A. **General Compliance:**

i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.

ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at

2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments" (and the implementing regulations at 2 CFR Part 225); OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; OMB Circular A-122, "Cost Principles for Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, "Cost Principles for Educational Institutions" (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 215).

v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **Subrecipient** is an independent contractor.

C. **Hold Harmless:** The **Subrecipient** shall hold harmless, defend, and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Agreement.

D. **Workers' Compensation:** The **Subrecipient** shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

E. **Insurance & Bonding:** The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding, and Insurance.

F. **Grantor Recognition:** The **Subrecipient** shall insure recognition of the role of the **Grantor** in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments:** The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor's** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental

guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient**.

H. **Suspension or Termination:**

i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission of reports by the **Subrecipient** to the **Grantor** that are incorrect or incomplete in any material respect.

ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by the **Grantor**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. **Cost Principles**: The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record Keeping:**

i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National

Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. **Retention:** The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with the current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

i. **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.

ii. **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.

iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.

iv. **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.

ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds in hand and any

accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient** agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion of a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **Personnel and Participant Conditions:**

A. **Civil Rights:**

i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action:**

i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such a program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Land Standards:**

a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such

contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **"Section 3" Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"*The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.*"

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is

located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.

ii. **Subcontracts:**

a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.

b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content:** The **Subrecipient** shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed

copies of all subcontracts shall be forwarded to the **Grantor** along with documentation concerning the selection process.

iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political **activities** in violation of Chapter 15 of Title V of the U.S.C.

iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For the purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.

v. **Lobbying:** The **Subrecipient** hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:

d. **Lobbying Certification:** This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., 7401, et seq.;

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of

properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation:** The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

12. **Notices:** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Grants Administration
Email: grantsadministration@cityoffortpierce.com

Subrecipient:

Name: E.N.D. IT! CORPORATION
804 S 6th, St
Fort Pierce, FL 34950
Attn: Sonia Dupree
Email: enditcorp@gmail.com

With a copy to:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara Hedges, City Attorney
Email: shedges@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. **No Waiver**: The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **Entire Agreement:** This Agreement, together with any exhibits, constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

SUBRECIPIENT: E.N.D. IT, CORPORATION

By: _____

Print: Sonia Dupree
Title: **Executive Director**
Today's Date: _____

EXHIBIT "A"

Scope of Project

Grant Recipient: E.N.D. IT CORPORATION / Sonia Dupree

Project Address: 804 S 6th, Street, Fort Pierce, Florida 34950

Description:

Pirates Adventure Dinner Show Tickets (Orlando). Group Sales: carmenh.pirates@gmail.com, Charter Bus Transport to Orlando, BTM Coach sandy@btmcoach.com Skate Factory Tickets - skatefactory.us/groups/daycare, Field Trip T-Shirts (2 per student) UBU Brands - jamie@ububrands.com, Urban Air Tickets (Summer Passport program covers "Ultimate" $28.99 tickets. Upgrade to "Platinum" $39.99 for teens ($11 x 50 students) urbanair.com	$5,000.00
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000.00

The Subrecipient shall be paid a total consideration of $5,000.00 for full performance of the services specified under this Agreement. When requesting funds Subrecipient shall submit a summary invoice that clearly details project expenses incurred. The invoice must be accompanied by a payment request form. Canceled checks and/or other acceptable evidence of indebtedness should be maintained for monitoring purposes.

Thank you,
Grants Administration Division

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Donnella Clarke, Grants Administration Manager, Community and Economic Dev, Grants Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: CDBG FY 24-25 Public Service Agency Grant - E.N.D. It Corporation

CAO RLS FILE: 25-173

DATE: June 24, 2025

I have received the above request for legal services related to the grant agreement with E.N.D. It Co. The grant agreement and accompanying Exhibit A are in the forms reviewed in previous requests for legal services regarding grants. I made a minor correction to the address on the heading. The clean copy of the agreement 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.

A. Organization Information

Completed by enditcorp@gmail.com on 4/14/2025 6:35 PM

Case Id: 31376
Name: END It Corp - 2024
Address: 804 S. 6TH STREET, FORT PIERCE, FL 34950

A. Organization Information

Please provide the following information.

Eligible Applicants:
Public Service Agency applicants – including neighborhood organizations, agencies, civic groups, or any non-profit organizations that lists its operating address within the City limits of Fort Pierce and is 501 (C)(3) certified.

Note: While churches are eligible to apply for the Public Service Agency (PSA) grant, the programs or projects funded must not be religious in nature, directly or indirectly. Neither can programs or projects be limited to or predominantly for members of individual churches or religions.

A.1. Organization Legal Name
END IT CORPORATION

A.2. Mailing Address
2298 SW PICTURE TERRACE PORT ST LUCIE, FL 34953

A.3. Physical Address
804 S. 6TH STREET FORT PIERCE, FL 34950

A.4. Contact Person
Sonia DuPree

A.5. Title
Executive Director

A.6. Best Contact Phone Number
(772) 302-3731

A.7. Email Address
sonia.dupree@everybodyisnotdoingit.org

A.8. Website Address
www.everybodyisnotdoingit.org

B. Organization History

Completed by enditcorp@gmail.com on 4/23/2025 12:52 AM

Case Id: 31376
Name: END It Corp - 2024
Address: 804 S. 6TH STREET, FORT PIERCE, FL 34950

B. Organization History

Please provide the following information.

B.1. Describe your organization and list your Mission Statement.
END It! or “Everybody’s Not Doing It!” provides valuable life skills, preventative education, and positive alternatives for teens using the Arts. The mission is to prevent at-risk behaviors in pre-teen and teen youth by promoting self-worth, abstinence, drug & alcohol resistance, leadership, scholarship, and community service. END It provides youth with a positive peer environment, tools to combat negative peer and media pressures, and artistic platforms to engage and encourage other teens to practice positive behaviors. The organization began as a response to the relentless peer and media influences (movies/TV, music, social media) that cause teens to consistently overestimate their peers’ involvement in risky behaviors such as drug and alcohol use, premarital sex, and violence. Psychologists find that this misperception among teens leads to greater increases in future risky behaviors (Helms, Choukas, Bradley, et al 2014). END It uses the Arts – painting, instruments, film, dance, live performances, music, mixed media, and spoken word – to give teens a positive outlet, empowering them to spread the simple message that “Everybody’s Not Doing It!”.

B.2. Describe your organization's history and prior experience.
END It Corporation was born out of a profound concern for the well-being of pre-teen and teen youth, recognizing the pervasive influence of negative peer pressure and media portrayal of risky behaviors such as drug and alcohol use, early sexual activity, and violence. Since 2010, END It has been providing positive peer pressure for youth by embarking on a unique path, utilizing the arts as a powerful tool for positive change. Its core strategy involves harnessing the transformative potential of artistic expression to counteract negative influences. Currently, END It's programs serve middle and high school students in St. Lucie County through community events, an after-school program, winter and summer camps, music conferences and concerts, and more. By engaging youth in activities where they can discover and take advantage of their talents, we aim to prevent pre-teen and teenaged youth from engaging in risky and potentially dangerous behaviors. END It has a vibrant team that brings a diverse range of talent to END It. Staff includes youth specialists and artist mentors such as a music teacher, a visual arts teacher, a media specialist, a choreographer, an acting coach, a vocal coach, and a music studio producer. These individuals guide participants through their experience, serving as teachers and mentors. END It has partnered with many local St. Lucie County organizations and businesses, including Lisa’s Kayaks, The Community Foundation of Martin and St. Lucie Counties, ACCH Insurance Agency, and Roundtable of St. Lucie County. In addition, key partnerships have been formed with PNC Arts Alive, The Morgridge Family Foundation, Thrivent, United Way, Atax, Project Lift, Career Source, Fort Pierce Yacht Club, Premier Realty, Synergy School, Sunrise Theater, IRSC, Tykes & Teens, SE FL Behavioral Health Network, Calvary Compassion Church, Expansion Church, Coke Florida, and White City Elementary Partnership School. END It is also a proud partner of the St. Lucie County Children’s Services Council. In addition to being a currently funded program, E.N.D It! teens regularly participate in community events sponsored by CSC, such as The Sounds of the Season show in December each year.

B.3. Please include a description of the programs and projects provided by your organization.
Over the past 15 years, END It has established a strong reputation for providing quality arts-based programming to

youth in St. Lucie County. These are currently the main offerings that make up END It's menu of out-of-school-time (OST) services. END It After School: E.N.D. It! provides daily after-school activities for middle and high school youth, focusing on homework assistance, tutoring, life skills, and the arts. A variety of hands-on visual art, performing arts, and digital arts classes are offered, and helps keep teens off the streets. Students participate in acting, dancing, painting, graphic design, piano lessons, recording studio, DJ lessons, and more. END It Arts-Based Teen Summer Experience: This program is an 8-week innovative experience for teens. Reaching 55-60 individual campers per summer, this program has helped to significantly reduce teen unsupervised time, summer learning loss, and summer food insecurity. The end-of-summer musical production serves as both a creative showcase and a bridge that connects teens with their community. C.H.I.L.L or "CHOOSING HOW I LIVE LIFE": C.H.I.L.L. sessions are a fun, welcoming atmosphere where participants meet biweekly on Saturday nights, and have open discussions with life coaches and peers. These sessions provide mentor support for youth in an engaging environment, evaluating popular trends and peer and media pressures. The END It "KEEP It REAL" Performing Arts Team: This program uses a strategic in-house developed model for incorporating life skills, character development, and preventative education into the performing arts. Storylines, scripts, characters, and media are developed by teens and young adults to educate the community in a relevant way. We have educated and raised awareness on issues like human trafficking, bullying, and domestic violence, reaching thousands of audience members at schools, colleges, churches, events, and training sessions.

B.4. List all previous grants awarded by the City of Fort Pierce to YOU or any organization(s) you were previously or are currently associated with. If None, write N/A below.

Program Year	Amount	Purpose
2023-24	$0.00	N/A
2022-23	$0.00	N/A
2021-22	$4,935.00	High School Musical

Please Note: Organizations/Applicants who have received funding for three consecutive years WILL NOT RECEIVE PRIORITY to provide funding for newer activities.

B.5. If you have received funding from the City of Fort Pierce for Small Business projects in the past, please explain HOW the program/project described in the grant application is NEW OR EXPANDED

In 2021-2022, the request was for licensing and producing a Broadway Jr. Musical that students may work on producing during the duration of the camp. However, for this year, we are requesting funds to help support an expanded number of youth and activities during our summer camp.

B.6. What is your organization's annual budget? Describe how your organization is currently funded.

END It's current annual budget is $254,375 and is currently funded by: Children's Services Council of St Lucie County Grants Sponsors and Donations Program Fees Fundraisers

B.7. Does the City of Fort Pierce and/or local organizations in Fort Pierce provide the same or similar services? If you answered Yes, how are your services complimentary to those offerings and explain how your services are differed.

There are other organizations providing arts programs for youth in St Lucie County. The difference is, END It infuses its arts programming with life skills, character development, and preventative education, in a positive environment just for older youth. END It's performances provide a platform for youth to present the arts to the community and beyond. Using a peer-to-peer education theater model, END It youth also regularly provide awareness and education through powerful dramatizations to schools, churches, and other youth organizations. Finally, for the past 3 years, END It has provided free summer musical tickets to other youth programs, sharing the theater experience and arts with all youth

in the community.

B.8. Project Name (please be concise):
END It Arts-Based Teen Summer Experience

C. National Objectives

Completed by enditcorp@gmail.com on 4/14/2025 8:05 PM

Case Id: 31376
Name: END It Corp - 2024
Address: 804 S. 6TH STREET, FORT PIERCE, FL 34950

C. National Objectives

The City of Fort Pierce is required to present program documentation to our Grantors – U.S. Department of Housing and Urban Development to ensure compliance with all program activities.

C.1. Does this program and/or project benefit the following demographics listed below?

☑ **Benefit low to moderate-income persons.**

☐ **Help in the prevention of slums or blight; and/or**

☐ **Meet other community needs having a particular urgency because other financial resources are not available to meet such needs**

C.2a. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

END It is currently located in the heart of the city of Fort Pierce, and is open to all pre-teens and teens ages 11- 18 years old in St. Lucie County Florida. END It targets specifically middle and high school youth, recognizing that a larger age span would come with a wider range of social-emotional issues, maturity, and connection to socially relevant topics that are addressed through student performing arts performances. END It is designed specifically to fill a void for teens in a meaningful way, through the arts – a powerful alternative to other, more traditional programs. One way END It ensures its intended beneficiaries through community events and performances. Youth and parents have an opportunity at community performances, to request more information, including signing up for a facility tour. Besides performances, referrals come from existing students and families, New Horizons, Tykes & Teens, school guidance counselors, and Children's Services Council. In addition, outreach is done by using promotions such as flyers (English, Espanol, Creole), TV, and social media ads.

C.2b. If the project will provide an "Area Benefit", please clearly define the geographic area to be served by the proposed activity. Include a map, if necessary.Know Your Jurisdiction (arcgis.com)

C.2c. If the project will benefit "Limited Clientele", list the approximate number and percentage of the total persons assisted through this project/program. State whether those participants have Low to Moderate Income (LMI) and how their income level will be determined.

C.2d. Please identify the intended beneficiaries of your project participant(s):

☐ **Abused Children**

☐ **Illiterate Adults**

- ☐ **Lower Income Senior Citizens**
- ☐ **Migrant Farm Workers**
- ☐ **Elderly**
- ☐ **Persons with HIV/AIDS**
- ☐ **Homeless**
- ☐ **Severely Disabled Adults**
- ☑ **Lower Income Youth**
- ☐ **Severely Disabled Children/Youth**
- ☐ **Other**

If other, please explain

D. Project Description

Completed by enditcorp@gmail.com on 4/18/2025 2:49 PM

Case Id: 31376
Name: END It Corp - 2024
Address: 804 S. 6TH STREET, FORT PIERCE, FL 34950

D. Project Description

Please provide the following information.

D.1. Describe the existing challenges or needs to be addressed by this program/project.
There is a void in our community in after-school and summer activities for teens ages 12-18. Teens tend to be largely under-served, as they demand more resources and funding to keep them enthusiastically engaged in, and committed to any sort of out-of-school program. The summer presents a particular challenge for parents of teens as they need positive alternatives to negative risky behaviors that can occur during the extended unsupervised time. In addition, low-income families are more likely to experience summer learning loss and food insecurity with the end of the school year.

D.2. Describe your proposed project's activities and how they will address the challenges/needs listed in question D1.
The Teen Arts-Based Summer Experience offers 8 hours per day of structured, engaging programming for middle and high school students ages 13 and up. Youth participate in arts instruction led by professional mentors in performing arts, visual arts, graphic design, and music. The program also includes in-person academic classes and games, college and career enrichment sessions, guest speakers, and weekly field trips—a major highlight and attendance driver for students. These trips expose youth to new environments, cultural opportunities, and hands-on learning experiences, and are consistently cited by students as one of their favorite aspects of camp. Meals are provided through a partnership with the Summer Food Program (breakfast and lunch), and END It supplies snacks. Teens work toward a culminating performance—this year, Camp Rock: The Musical—which showcases their artistic progress and builds confidence. Incentives, field trips, and the summer showcase help maintain high engagement. Last summer, over 90% of enrolled students attended consistently and avoided the summer slide. This year, we seek support specifically for field trip costs (admissions, transportation, t-shirts), as these experiences are both highly motivating and deeply enriching for the youth we serve. While we are a part of the Summer Passport program which provides some free admissions to local trips as a CSC-funded partner, this grant will enable us to have access to more teen-friendly options as well as exposure to arts and culture at a professional Pirates-themed Dinner Show.

D.3. List the physical addresses of your proposed project activities (listed in D.2 above) and where they will take place. Please be sure to use street addresses within the City Limits of Fort Pierce. Know Your Jurisdiction (arcgis.com)
On the campus of Synergy Magnet School (2810 S. US1, Fort Pierce)

D.4. List this project's measurable goals and objectives, as well as the date(s) when each will be met.
•Goal 1 (By June 30, 2025): Provide low- to no-cost, arts-based summer programming—including breakfast and lunch—to at least 50 middle and high school youth. •Goal 2 (By June 30, 2025): Provide positive alternatives and reduce unsupervised time by engaging at least 50 teens in programming with an average attendance of three or more days per week.

D.5. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)
•Tracking Goal 1: Maintain registrations and daily check-in process for attendance records •Tracking Goal 2: Maintain daily check-in process for attendance records

D.6. Briefly describe measurements of outcomes for each of the activities listed in D.2. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, number and/or percentage of project outcomes, etc.)

Goal 1: END It aims to serve a minimum of 35 unduplicated low-to-moderate income youth. Attendance will be tracked daily, and income eligibility will be verified through school lunch status. Goal 2: At least 85% of unduplicated low-to-moderate income youth will attend programming a minimum of three days per week.

E. Grant Request Information

Completed by enditcorp@gmail.com on 4/22/2025 10:54 PM

Case Id: 31376
Name: END It Corp - 2024
Address: 804 S. 6TH STREET, FORT PIERCE, FL 34950

E. Grant Request Information

Please provide the following information.

E.1a. Amount of Grant Funds requested in this application:
$5,000.00

E.1b. Amount of other funds secured for this program/project:
$7,500.00

E.1c. Amount of other funds earmarked for the program/project:
$185.20

E.1d. Total amount needed to complete this program/project:
$12,685.20

E.2. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:
In the event that this grant request is not fully funded or not funded at all, END It will prioritize core program components such as arts instruction, academic engagement, and meals, while seeking alternate funding sources. If necessary, we may reduce the number of field trips or request sliding-scale contributions from families, while maintaining a commitment to keeping the program low- to no-cost and accessible to all youth regardless of income.

E.3. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?
N/A

E.4. Select every qualifier below that best describes your project.

- [x] **Improves or enhances education opportunities.**
- [x] **Improves or enhances job training opportunities.**
- [ ] **Improves or enhances employment opportunities.**
- [x] **Promotes cultural diversity.**
- [ ] **Promotes outdoor activities and a healthy lifestyle.**
- [ ] **Encourages interest, engagement, and participation in neighborhood improvement activities.**
- [ ] **Promotes citizen participation while leveraging resources to revitalize low and moderate-income**

neighborhoods.

☐ **Establishes partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community.**

☐ **Fosters community pride and participation with the city's residents.**

☐ **Promotes neighborhood beautification and revitalization.**

☐ **Promotes activities that protect the environment.**

☑ **Discourages adverse activity such as crime, drug use, and vandalism.**

☑ **Inspires and supports the healthy development of the City of Fort Pierce's youth.**

E.5. Write an explanation below of how your project will perform each qualifier you selected above:

- Improve/enhance education opportunities based on our academic component designed to reduce summer learning loss. It has also been reported that participation in arts programs provides more positive outcomes for economically disadvantaged youth academically. - Job training opportunities are improved. In addition to college & career curriculum, a partnership with Career Source affords students the opportunity to intern at END It. In addition, teens obtain job-transferred skills through the arts: time management, teamwork, public speaking, marketing, videography/photography, creative writing, memorization, leadership, and responsibility. -Arts & Culture exposure and field trips promote cultural diversity and outdoor activities/healthy lifestyle by giving youth rich experiences outside of their norm, which peaks their interest. -Discourages adverse activity and inspire/support the healthy development of youth by receiving preventative education and engaging in a camp-wide team project/performance, and fostering a positive peer environment. A therapist is also available onsite weekly.

F. Project Specifics

Completed by enditcorp@gmail.com on 4/22/2025 11:02 PM

Case Id: 31376
Name: END It Corp - 2024
Address: 804 S. 6TH STREET, FORT PIERCE, FL 34950

F. Project Specifics

Please provide the following information.

F.1a. Provide project initiation date below:
05/01/2025

F.1b. Provide planned project completion date:
06/30/2025

F.2. Describe any participant fees that will be required as part of this project/program.
Over the past 3 years, END It was awarded the Teen Pregnancy Prevention Grant by Career Source, which covered participant fees for students. In the event the grant is not received this year, participants will pay a one-time $100 activity fee. Financial assistance for full or partial scholarships are always available.

F.3. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation based on race, gender, nationality, ethnicity, religion, creed, or disability. How will your project comply with this expectation?
END It has always been an all-inclusive organization, as observed by our current membership roster, which consists of all races, ethnic backgrounds, youth with disabilities, and youth from various faiths. END It is committed to providing equal access to all eligible youth regardless of race, gender, nationality, ethnicity, religion, creed, or disability. Our participant selection process is objective and based on age eligibility (13+), interest in the arts, and availability of space in the program. We use a standard application form open to all teens in our community, and we actively promote the program through schools, social media, and community partners to ensure broad, inclusive outreach. Additionally, reasonable accommodations are made to support participation for youth with disabilities.

If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?
N/A

F.4. List the locations throughout the community, as well as online, where your program is advertised:
- Children's Services Council Website and brochure - Flyers emailed through St Lucie Schools - Facebook, Instagram paid ads - END It Website - www.everybodyisnotdoingit.org - Seasonal summer program listings online - Local beauty and barbershops, restaurants

F.5. Provide a COMPLETE, detailed budget for THIS project in the budget chart below. List proposed City grant funds and other committed funds and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request.**

Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation will not be counted as commitments.

NOTE: Volunteer Hours may be calculated at $12/hour.

Please provide at least one (1) quote for each item listed that you would purchase with this grant award in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information

Program/Project Expense/Description	City Grant	Other Committed Funds and/or $$ Amount or In-Kind	Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source")
Pirates Adventure Dinner Show Tickets (Orlando). Group Sales: carmenh.pirates@gmail.com	$1,750.00	$0.00	
Charter Bus Transport to Orlando. BTM Coach sandy@btmcoach.com	$1,700.00	$0.00	
Skate Factory Tickets - skatefactory.us/groups/daycare-and-camps/	$300.00	$0.00	
Field Trip T-Shirts (2 per student) UBU Brands - jamie@ububrands.com	$885.20	$0.00	
Urban Air Tickets (Summer Passport program covers "Ultimate" $28.99 tickets. Upgrade to "Platinum" $39.99 for teens ($11 x 50 students) urbanair.com	$364.80	$185.20	Earmarked
Summer site expansion - for accessibility to 50 students	$0.00	$7,500.00	The Andrew & Robin Hunt Foundation
	$5,000.00	$7,685.20	

G. Required Documents

Completed by enditcorp@gmail.com on 4/23/2025 12:43 AM

Case Id: 31376
Name: END It Corp - 2024
Address: 804 S. 6TH STREET, FORT PIERCE, FL 34950

G. Required Documents

Please attach **ALL** the documents listed below to your application. Include a written explanation for EACH document not included:

Written explanation for missing documents:
The W-9 will be completed if the grant is approved, as instructed.

Documentation

☑ **Articles of Incorporation and By-Laws or Sunbiz.org copy Division of Corporations - Florida Department of State**
Sunbiz.org 2025.pdf

☑ **Federal Tax-Exempt determination letter and Employee Identification Number**
END IT IRS LOD.pdf

☑ **List of Board of Directors with contact information**
Board Roster 2025.docx (1).pdf

☑ **Organizational Chart for your Organization**
END It Org Chart .pdf

☑ **Board of Director's authorization to apply for this grant**
END It - 2025 PSA Grant Application Board.pdf

☑ **Last three month's bank statements**
2025 Jan-Mar Statements - Redacted.pdf

☑ **Annual budgets for 2024-2025**

FY 2024-2025 Budget_Annual.pdf

☑ **Most recent audit report (if this is not available, provide written explanation)**

ENDIT CORP YE September 30 2023 Fiscal Audit V2.pdf

☑ **Matching funds and In-Kind Services commitment documentation**

COFP Contribution Letter 2025.pdf

☑ **Three (3) Letters of Support for this project**

COFP Support Letters 2025.pdf

☑ **Copy of advertisement for program**

SUMMER EXPERIENCE FLYER 2025.pdf

☑ **Pictures, Videos, Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.**

END It in the News.pdf

☑ **Section 9-part B, under General Terms and Conditions, of your grant contract states that: The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and submit this information to the City in the monthly report.**

COFP 2025 Signature1.pdf

☐ **Should your application be approved, your W-9 is required to ensure remittance of payment to your organization. Please fill out this form upon approval of your application.**

***No files uploaded*

Submit

Completed by enditcorp@gmail.com on 4/23/2025 12:57 AM

Case Id: 31376
Name: END It Corp - 2024
Address: 804 S. 6TH STREET, FORT PIERCE, FL 34950

Submit Application

Once an application is submitted, it can only be "Re-opened" by an Administrator.

Applicant's Signature:
Sonia Y. DuPree
Electronically signed by enditcorp@gmail.com on 4/23/2025 12:57 AM

Date
04/23/2025

Admin Documents

No data saved

Case Id: 31376
Name: END It Corp - 2024
Address: 804 S. 6TH STREET, FORT PIERCE, FL 34950

Admin Documents

Please provide the following information.

Documentation

☐ **Application Approval and/or Denial Letters**

***No files uploaded*

☐ **Flood Zone Documents**

***No files uploaded*

☐ **City/County Land Parcel documents**

***No files uploaded*

City Commission Regular Meeting - 5:05 PM **11. J.**

Meeting Date: 07/07/2025

Re: Law Enforcement Trust Fund (LETF) Contributions Approval Request

Submitted For: Eric Chan, Major, Police Department

SUBJECT:

Approval of expenditure of Law Enforcement Trust Fund (LETF) Contribution in the amount of $5,000.00 to Mustard Seed Ministries for their Sarah's Kitchen pantry to provide hot meals to youth involved in the Fort Pierce Police Department's Courageous Kids program.

SUMMARY:

The Fort Pierce Police Department respectfully requests that the City Commission authorize the use of $5,000 in proceeds from the Law Enforcement Trust Fund (LETF) to be donated to Mustard Seed Ministries. Mustard Seed Ministries, through their Sarah's Kitchen pantry, provides hot meals to youth involved in the Fort Pierce Police Department's Courageous Kids program.

Courageous Kids is a community outreach initiative designed to build a positive relationship between local youth and law enforcement. Officers, along with community volunteers, provide a safe environment for our youth to interact and learn about the dangers of illegal drugs, participate in reading activities and play sports.

This request complies with the provisions set forth under subsection 5(a)(b) of Florida State Statute 932.7055.

RECOMMENDATION:

It is recommended that this request be approved.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Acting Chief Robert Ridle
Major Eric Chan

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025
Account: LETF
Amount: $5,000
OTHER INFORMATION:
Funds from the LETF will be used for this donation.

Attachments

Request for Donation from Mustard Seed
Request for Approval Letter to Commission
Mustard Seed Application

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/26/2025 11:54 AM

Form Started By: Eric Chan
Started On: 06/18/2025 03:00 PM
Final Approval Date: 06/26/2025

MUSTARD SEED ministries

Giving Hope & Help Since 1986

June 16, 2025

Acting Chief Ridle
Fort Pierce Police Department
920 South US Highway 1
Fort Pierce, FL 34950

Dear Chief Ridle,

I hope this letter finds you well. On behalf of Mustard Seed Ministries, I am reaching out to invite you and your department to partner with us in supporting families in crisis throughout St. Lucie County.

For the first time since the ALICE (**A**sset **L**imited, **I**ncome **C**onstrained, **E**mployed) report began tracking in Florida, the number of St. Lucie County households earning above the Federal Poverty Level but unable to afford basic living expenses has reached 51%. Despite working, these individuals and families often do not qualify for public assistance. This sobering milestone comes as no surprise to those of us working daily to meet our community's most basic needs.

Mustard Seed Ministries has served St. Lucie County residents in crisis for nearly 40 years through two food pantries, our Sarah's Kitchen hot meal program, and social services aimed at preventing homelessness and utility shutoffs. Our mission is to address immediate needs so families can stabilize and begin resolving the root causes of their crises. We serve over 22,500 unduplicated individuals each year and provide over 100,000 hot meals. Many of those meals were distributed to the youth participating in your excellent Courageous Kids program on Tuesday evenings. Our work is accomplished with a dedicated staff of 18 and a compassionate volunteer force of 150. Every person involved in our mission cares deeply for those who walk through Mustard Seed's doors seeking hope and help.

In the first quarter of 2025 alone, our food pantries experienced a 29% increase in visits — the majority from first-time clients. We hear repeatedly: "I've never had to ask for help before." The faces in our pantry lines reflect our community's workforce: teachers, healthcare workers, students, retail employees, and bank tellers. These families use the groceries they receive — shelf-stable foods, fresh produce, and frozen meats — to stretch their budgets and cover other critical expenses like rent, utilities, and transportation.

With discussions underway about cuts to SNAP and disability benefits, the need will only continue to rise. Mustard Seed Ministries must be prepared to bridge those gaps and ensure no one in our community goes hungry. To help meet this growing demand, we respectfully request support from you and the Fort Pierce Police Department. Your leadership and generosity would mean so much to those we serve, as you play a vital role in ensuring the safety and well-being of our community. Funds from the Department would be used to continue the support of the Courageous Kids program, which I know offers children access to drug abuse education and helps create safe neighborhoods for our Fort Pierce children to grow and thrive.

We would also be honored to publicly recognize your support, showcasing the partnership between local law enforcement and community organizations working to strengthen St. Lucie County.

Thank you for considering this request and for your ongoing service to our community. I would welcome the opportunity to meet with you personally to discuss how we might collaborate to serve those who need us most. Please feel free to contact me directly at 772.465.6021 x106 or skingsbury@mustardseedslc.org. We are grateful for your leadership and your heart for our community.

With sincere appreciation,

Stephanie K. Kingsbury

Stephanie K. Kingsbury
Executive Director
Mustard Seed Ministries

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

June 18, 2025

City Commission
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, Florida 24950

Honorable Commission:

I respectfully request that the City Commission authorize the use of $5,000 in proceeds from the Law Enforcement Trust Fund (LETF) to be donated to Mustard Seed Ministries. Mustard Seed Ministries, through their Sarah's Kitchen pantry, provides hot meals to youth involved in the Fort Pierce Police Department's Courageous Kids program.

Courageous Kids is a community outreach initiative designed to build a positive relationship between local youth and law enforcement. Officers, along with community volunteers, provide a safe environment for our youth to interact and learn about the dangers of illegal drugs, participate in reading activities and participate in sports.

I certify that this request complies with the provisions set forth under subsection 5(a)(b) of Florida State Statute 932.7055.

Respectfully,

Robert Ridle
Acting Chief of Police

FORT PIERCE POLICE DEPARTMENT (FPPD)
LAW ENFORCEMENT TRUST FUND (LETF)

DONATION APPLICATION

1. Organization Name: Mustard Seed Ministries
   Name

2. Address: 3130 S US Highway 1 Fort Pierce, FL 34982
   Street City, State, Zip

3. Executive Director: Stephanie K. Kingsbury
   Name
   Stephanie K. Kingsbury
   Signature
   (772) 465-6021 skingsbury@mustardseedslc.org
   Telephone Number E-Mail Address

   FEID #: 65-0017366

4. Fiscal Agent: "Same as above"
   Name

   Signature

   Telephone Number E-Mail Address

5. Total amount of funds requested from the LETF? $5,000

6. For what statutory purpose under section 932.7055(5)(c), Florida Statutes, will your organization utilize or expend the LETF funds?

   - ☐ Drug Treatment
   - ☑ Drug Abuse Education
   - ☑ Drug Prevention
   - ☑ Crime Prevention
   - ☑ Safe Neighborhood
   - ☐ School Resource Officer Program(s)

7. What is your organization's history and mission? Mustard Seed Ministries has served St. Lucie County residents in crisis for nearly 40 years through two food pantries, our Sarah's Kitchen hot meal program, and social services aimed at preventing homelessness and utility shutoffs. Our mission is to address immediate needs o families can stabilize and begin resolving the root cause of their crises. Each year, we serve over 22,000 unduplicated individuals and provide more than 100,000 hot meals. This is accomplished with a dedicated staff of 18 and a compassionate volunteer force of 150.

8. What activities/services will be funded by the LETF funds requested? Mustard Seed Ministries provides hot meals for the Courageous Kids program which is a community outreach initiative designed to build a positive relationship between local youth and law enforcement. Kids learn about the dangers of illegal drugs, particpate in reading activities, and play sports in a safe environment. Mustard Seed is proud to support this important program for the youth in our community.

9. What results is your organization committed to achieving? Mustard Seed Ministries is committed to providing basic needs for families in St. Lucie County. Food and housing insecurity continue to rise in our community. We have experienced a 30% increase in visits to our food pantries. Mustard Seed will continue to meet this increased need and help families in crisis stabilize.

10. Provide your organization's total annual budget, line items within the budget, recurring costs, and amount of LETF funds to go to each line item within the budget. You may attach this information as a separate document if desired.
2025 Budget: $1,486,650.00

Line Item: $45,000 (Sarah's Kitchen Food Expense)

I HEREBY CERTIFY THE FOLLOWING:

1. I am legally authorized and permitted to make this Application on behalf of the organization.

2. Any funds received from the LETF will be used for the authorized purpose listed in this Application and as authorized by section 932.7055(5)(c), Florida Statutes.

3. The organization requesting funds from the LETF is a not-for-profit agency or organization, which has been held to be tax exempt under the provisions of section 501(c)(3) of the Internal Revenue Code, is registered as a Non-Profit organization with the State of Florida, Department of State, Division of Corporations, and is in good standing.

4. If funds are received from the LETF, the organization will keep and provide clear and accurate records throughout the program period so that the Fort Pierce Police Department (FPPD) may readily evaluate the progress of the activities/services rendered.

5. If funds are received from the LETF, the organization will provide FPPD with an accounting of the LETF funds and an annual final report of activities/services and expenditures, documented by receipts or other financial proof, as may be requested by FPPD, of the program no later than November 1 of the year funded, in full accordance with the requirements of section 932.7055(5)(c), in a format acceptable to FPPD, and at the sole expense of the organization to generate and deliver to FPPD.

IN ACCORDANCE WITH SECTION 92.525, FLORIDA STATUES, UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FPPD LETF DONATION APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Stephanie K. Kingsbury	Stephanie K. Kingsbury	Executive Director	6/30/25
Signature	**Printed Name**	**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 30 day of June, 2025 by Stephanie Kingsbury, who is ☒ personally known or □ produced identification (ID produced: _____).

Signature: Dorothy E Cobb (Seal)

NOTARY PUBLIC

My Commission Expires: 1-10-2027

Notary Public State of Florida
Dorothy E Cobb
My Commission HH 314740
Expires 1/10/2027

Mustard Seed's Annual Impact

1,100 Thanksgiving Meals

669 kids in our Summer Food Program

52,611 Grocery bags through Food Pantries

592 infants through the Diaper Program

2,621 in Social Services

100,000 Sarah's Kitchen Meals

Mission Statement

Mustard Seed Ministries gives hope and help to individuals and families during hardship or crisis, meeting the spiritual and material needs of the "Whole Person & Family".

"I say to you, if you have the faith of a mustard seed, you will say to this mountain, 'Move from here to there and it will move.' Nothing will be impossible for you."

- Matthew 17:20

Mustard Seed's greatest impact is offering **HOPE** *to those in crisis.*

MAILING ADDRESS
P.O. BOX 3612
Fort Pierce, FL 34948

FORT PIERCE THRIFT STORE
3130 S. US Hwy 1
Fort Pierce, FL 34982
772.465.6021

PORT SAINT LUCIE THRIFT STORE
8311 S. US Hwy 1
Port Saint Lucie, FL 34952
772.340.1406

United Way
United Way of St. Lucie & Okeechobee

City Commission Regular Meeting - 5:05 PM **11. K.**

Meeting Date: 07/07/2025

Re: AHAC - Incentives Strategies Report

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Accept the 2024 Incentives Strategies Report of the the Affordable Housing Advisory Committee (AHAC).

SUMMARY:

The Affordable Housing Advisory Committee (AHAC) is required to review established policies, procedures, ordinances, and the City's Land Development Code and Comprehensive Plan and make recommendations on actions or initiatives to encourage or facilitate affordable housing.

RECOMMENDATION:

Accept the Affordable Housing Advisory Committee's incentive strategies report.

ALTERNATIVES:

Staff shall proceed as directed by the Commission.

RESPONSIBLE STAFF:

Grants Administration Division

COORDINATED WITH:

Affordable Housing Advisory Committee

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2024
Account:	1059002
Amount:	0.00

OTHER INFORMATION:

Consent for the final submission on the 2024 SHIP - Incentives Strategies Report.

Attachments

AHAC Incentive Strategies Report

CAO Memo - AHAC Incentive Strategies Report

Public Notice for AHAC Incentives Strategy Report

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/01/2025 12:19 PM

Form Started By: Donnella Clarke
Started On: 05/29/2025 10:18 AM
Final Approval Date: 07/01/2025

2024 Incentive Strategies Report

Affordable Housing Advisory Committee
Report to the Board of City Commissioners
State Housing Initiatives Partnership (SHIP)
Affordable Housing Incentive Strategies

SUBMITTED TO: _____
FORT PIERCE CITY COMMISSION

SUBMITTED TO: _____
FLORIDA HOUSING FINANCE CORPORATION

DATE SUBMITTED: April 15, 2025

PREPARED BY: Donnella Clarke

BACKGROUND

As a recipient of State Housing Initiative Partnership funds, the City of Fort Pierce (City) established an Affordable Housing Advisory Committee (AHAC) on March 12, 2008, as required by the Florida Statutes, Sec. 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City's housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the State Housing Initiatives Partnership (SHIP) Statute to consider and evaluate the implementation of the incentives set out at Florida Statues, Sec. 420.9076 (4)(a)-(k). Based on the AHAC evaluation, it may recommend to local government that it make modifications of, exceptions to, or creation of new plans, policies, procedures, and other governing vehicles which would encourage production of affordable housing.

As approved by the City Commissioners, the recommendations are used to amend the Local Housing Assistance Plan (LHAP), the local Comprehensive Plan, land development regulations, and other policies affecting affordable housing.

COMMITTEE COMPOSITION

The City Commission appointed or re-appointed members to the Committee on January 3, 2023. Florida Statutes, Sec. 420.9076(2) lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county or municipality participating in the SHIP program. The locally elected official must be a City or County Commissioner. The elected official will count as a member of the AHAC for purposes of meeting the number of members requirements. There must be at least eight committee members, but not more than eleven, with representation from at least six of the following categories:

a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

e) A citizen who is actively engaged as a for-profit provider of affordable housing.

f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.

g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.

h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.

i) A citizen who resides within the jurisdiction of the local governing body making the appointments.

j) A citizen who represents employers within the jurisdiction.

k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

Name	Category Represented	Date Appointed

1.	Arnold Gaines	Locally elected official from the municipality participating in the State Housing Initiatives Partnership Program.	1-3-2023
2.	KeAndrea Davis	A citizen who resides within the jurisdiction of the local governing Body.	1-3-2023
3.	Chad Ingram	A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.	1-3-2023
4.	Vernea Jones	A citizen who is actively engaged as a real estate professional in connection with affordable housing.	1-3-2023
5.	Leslie Olson	A citizen who resides within the jurisdiction of the local governing Body.	1-3-2023
6.	William Talley, Jr.	A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.	1-3-2023
7.	Phil Thompson	A citizen who is actively engaged in the residential home building industry in connection with affordable housing.	1-3-2023
8.	Erin O'Brien	A citizen who represents essential services personnel, as defined in the local housing assistance plan.	4-1-2024
9.	Trevor Banks Jr	A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.	4-1-2024

AFFORDABLE HOUSING RECOMMENDATIONS

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statues, Sec. 420.9076 (4)(a) - (k). Based on this review and evaluation, the AHAC has formulated recommendations to the City Commission to incorporate into its housing strategy that are designed to encourage and facilitate the production of affordable housing.

The City's AHAC, from its review, consideration, evaluation, and recommendations, submits this report, detailing the scope of its work and the resulting recommendation to the City Commission and to the Florida Housing Finance Corporation, and the Florida Housing Coalition, as the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program, which details the scope of its work and the resulting recommendations.

From the review and evaluation of the local government documents listed here, the AHAC makes this recommendation to the City Commission that it incorporate into its housing strategy. The AHAC has reviewed, considered, and evaluated the following strategies provided in the SHIP Statute at Florida Statutes, Sec. 420.9076 (4):

a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)3.

b) All allowable fee waivers provided for the development or construction of affordable housing.

c) The allowance of flexibility in densities for affordable housing.

d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

e) Affordable accessory residential units.

f) The reduction of parking and setback requirements for affordable housing.

g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

h) The modification of street requirements for affordable housing.

i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

k) The support of development near transportation hubs and major employment centers and mixed-use developments.

The AHAC conducted meetings to review current Affordable Housing Incentives and Policy in the City and make recommendations for improvement of those incentives and policies, where applicable, on the following dates:

- February 1, 2024
- March 7, 2024
- April 4, 2024

- May 2, 2024
- June 6, 2024
- August 1, 2024
- October 3, 2024
- December 5, 2024
- December 17, 2024
- February 6, 2025
- April 3, 2025
- June 5, 2025

During the meetings, the AHAC discussed the affordable housing incentive strategies and policies with staff from the City's Grants Administration and Planning Departments.

EXPEDITED PERMITTING

Meeting Synopsis: The Committee discussed that the City currently offers expedited permitting for affordable housing, but that a definition of "affordable housing" should be adopted in the Code as well as standards for enforcement. There was a consensus recommendation for the City to consider creating an Affordable Housing Navigator to assist builders and developers with the processes, and for an expedited Development Review to be developed for proposed affordable housing developments.

Existing Strategy: Expedited Permitting for Affordable Housing is available.

AHAC Recommendation: The Committee recommends that the city create an Affordable Housing Navigator position, an Expedited Affordable Housing Development Review process, and create and adopt a definition and standards for affordable housing.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

FEE WAIVERS FOR AFFORDABLE HOUSING

Meeting Synopsis: The Committee discussed fee waivers for affordable housing as our proposal suggests amending the existing policy to provide building permit fee waivers for properties where 100% of units are affordable to individuals making below 80% of Area Median Income (AMI), or for those making below 140% of AMI who qualify as first responders and teachers.

Rationale for Targeted Criteria: Affordable Housing Focus: By waiving building permit fees exclusively for properties offering 100% affordable units, this policy emphasizes the importance of affordable housing within the Fort Pierce Redevelopment Agency (FPRA) boundaries. It serves as a financial incentive for developers and property owners to contribute to the supply of affordable housing options. Affordable housing criteria should reflect HUD standards.

Supporting First Responders and Teachers: Recognizing the significance of first responders and teachers, the proposed amendment extends the building permit fee waivers to individuals making below 140% of AMI who work in these essential professions. This demonstrates our commitment to rewarding their service and addressing their housing needs, particularly in urban areas where costs may be prohibitive.

Economic Impact: While this proposal narrows the scope of beneficiaries, it still contributes to economic growth by encouraging affordable housing development. The benefits of job creation, reduced startup costs, and community development remain integral aspects of the proposal.

Infrastructure Efficiency: The targeted extension aligns with efficient infrastructure usage, particularly in the context of affordable housing development, which is often characteristic of infill projects within FPRA boundaries. This approach promotes sustainable development and a reduction in resource consumption.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: The Committee recommends waiving building permit and impact fees for affordable housing.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

FLEXIBLE DENSITIES

Meeting Synopsis: The Committee discussed the Comprehensive Plan of Fort Pierce, FL, Policy 1.1.8, which states that the City will allow an additional market rate unit per affordable housing unit, up to a maximum of 40 units. Affordable housing development must meet the following criteria:

a) Located within a quarter mile of a rail station, multimodal transit center, or transit stop.
b) Meet the definition of affordable housing as defined by the median income of the City.
c) Affordable housing developments shall include a variety of housing types.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: The Committee recommends that the City amend the existing comprehensive plan to make it more broadly applicable.

Schedule for Implementation: Staff/Committee shall proceed as directed by the Commission.

RESERVATION OF INFRASTRUCTURE CAPACITY

Meeting Synopsis: The Committee discussed reservation of infrastructure capacity, and its relevance to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis: The Committee Discussed existing City ordnance pertaining to Affordable Accessory Residential Units (ADU).

Existing Strategy: Staff have collaborated with the Planning Department to update and change zoning to proceed with this initiative. This initiative was advanced on August 12th, 2024, Planning Board meeting. The ordinance number 24-032 was adopted on September 3rd, 2024.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

PARKING AND SETBACK REQUIREMENTS

Meeting Synopsis: The Committee discussed parking and setback requirements, and its relevance to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis: While flexible lot configurations are already permitted through the Planned Development process, another barrier to infill redevelopment is Section 125-70 of the City of Fort Pierce Land Development 5. Regulations, which prohibit the development of vacant lots that do not conform to the applied zoning district's dimensional standards if it was in common ownership at the date of adoption of that Ordinance.
Sec. 125-70. - Nonconforming lots.

If, at the effective date of adoption or amendment of the ordinance from which this chapter is derived, a lot of record exists which could be lawfully used for some purpose and the lot is no longer permissible for any use under the terms of this chapter relating to lot size, and if the entire contiguous land holdings in single ownership have not decreased, other than due to eminent domain proceedings, since the lot became nonconforming, and if the use satisfies other requirements of this chapter, then such lot:

1. If located in an E-1, R-1, R-2, R-3, R-4, R-4A or R-5 district may be used for a single-family dwelling, or a duplex, if approved with a conditional use in the R-3 or R-5 districts or if permitted by right in the R-4 or R-4A districts, but not a mobile home; provided, however, that this section shall not apply to any such lots which immediately adjoin other such lots and which are under common ownership and capable of being replaced so as to create one or more lots which may be used for some purpose after the effective date of adoption or amendment of the ordinance from which this chapter is derived; or

2. If located in a nonresidential district may be used for any use allowed in the district

The Committee discussed deleting this section could create additional buildable lots on older platted areas of the City, as many of those lots do not conform to the dimensional standards of their subject zoning districts, and it was recommended that the City Commission strike the Section in order to provide more opportunities for the development of affordable homes in close proximity to goods and services.

Existing Strategy: New homes are prohibited on nonconforming lots if currently or previously under common ownership, creating several lots that are not available for development in existing neighborhoods.

AHAC Recommendation: Amend Section 125-70, to remove the entire section.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis: The Committee discussed modifications of street requirements, and its relevance to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

PROCESS OF ONGOING REVIEW

Meeting Synopsis: The Committee discussed a checklist or form for the ongoing review process within the Building Department. The City of Fort Pierce currently doesn't have a form or checklist. It was suggested that we recommend a housing impact statement form to inform the public of the cost of building a home and potential increases.

Existing Strategy: The City of Fort Pierce does not have a form or checklist at this time

AHAC Recommendation: The Committee recommends that a housing impact statement form or checklist be implemented.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

PUBLIC LAND INVENTORY

Meeting Synopsis: The Committee discussed public land inventory and its relevance to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Meeting Synopsis: The Committee discussed the support of development near transportation hubs and if it was relevant to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: THERESA-MARIA ORELLANA, GRANT WRITER, COMMUNITY AND ECONOMIC DEV, GRANTS DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: AFFORDABLE HOUSING ADVISORY COMMITTEE 2024 INCENTIVES STRATEGIES REPORT

CAO RLS FILE: RLS 25-112

DATE: MAY 15, 2025

I have reviewed the above Request for Legal Services (RLS) related to the AHAC 2024 Incentives Strategies Report and public notice for the AHAC meeting. This is a resubmitted request.

As noted in the prior RLS memos, sections A-K, by statute, require the AHAC to review, comment on, and consider recommendations for each of the categories. Thus, it was the opinion of this Office that the Meeting Synopsis could not read "No comment."

There are still two categories in which the Meeting Synopsis lists "No comment": Reservation of Infrastructure Capacity, and Parking and Setback Requirements. Does "no comment" mean that the AHAC did not discuss these points; that they discussed the points, but believed they were not applicable to City issues; or that these points were subsumed within another category? Again, it is the opinion of this Office that the Meeting Synopsis must contain a summary of what was discussed.

It appears that Mr. Chaney with the Florida Housing Coalition, whose email is attached to the RLS, advises that the committee discuss all eleven incentives. Mr. Chaney had also been in contact with ACA Duenas in prior reviews of this issue and advised this Office of the necessity of having each item discussed to satisfy the SHIP statute.

For the report to be finalized, the AHAC should meet to discuss the two items with "no comment." In the future, the committee should devote a meeting before the end of a given year to discuss the eleven incentives sequentially and to clearly document their comments, recommendations, and intentions for each. This should make compiling future reports easier.

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

Thank you.

LocaliQ
Florida
GANNETT

Order Confirmation

Not an Invoice

Account Number:	1126026
Customer Name:	City Of Fort Pierce Legals
Customer Address:	City Of Fort Pierce Legals Po Box 1480 Accounts Payable Dept Fort Pierce FL 34954-1480
Contact Name:	Alicia Rosenthal
Contact Phone:	
Contact Email:	arosenthal@cityoffortpierce.com
PO Number:	

Date:	04/16/2025
Order Number:	11232991
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	50.0000
Height in Inches:	4.1500

Print

Product	#Insertions	Start - End	Category
SCN StLucie-IndianRv-Stuart	3	04/17/2025 - 05/01/2025	Govt Public Notices
SCN tcpalm.com	3	04/17/2025 - 05/01/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$264.00
Tax Amount	$0.00
Service Fee 3.99%	$10.53
Cash/Check/ACH Discount	-$10.53
Payment Amount by Cash/Check/ACH	$264.00
Payment Amount by Credit Card	$274.53

Order Confirmation Amount	**$264.00**

Ad Preview

PUBLIC NOTICE
AFFORDABLE HOUSING
ADVISORY COMMITTEE (AHAC)
RECOMMENDATIONS

NOTICE is given that there will be a public hearing to discuss and finalize the Affordable Housing Advisory Committee recommendations for the City of Fort Pierce on May, 1, 2025.

The core requirement of the AHAC is to recommend housing strategies to incentivize the production of affordable housing. Those recommendations are submitted to the local elected body for approval. Upon adoption, the recommendations can become part of the Local Housing Assistance Plan (LHAP) and implemented by the City.

A draft of the recommendations is available to review until May, 1, 2025 and can be downloaded from the City's Grants Administration website at Affordable Housing Advisory Committee | Fort Pierce, FL - Official Website (cityoffortpierce.com).

Public Hearing: A public hearing will be held at a regularly scheduled Affordable Housing Advisory Committee meeting on May, 1, 2025, at 5:30 PM. Meetings are held in the William D. Dannahower Conference Room, Second Floor at the City of Fort Pierce City Hall, 100 North U.S. Highway 1.

For further information, please contact Grants Administration, at 772-467-3161.

Accessibility: In accordance with the Americans with Disabilities Act of 1990, for all persons who are disabled and require special accommodations to participate please email nrios@cityoffortpierce.com or call the ADA Coordinator at 772-467-3766. For non-English speaking assistance please call (772-467-3000).

Pub: April 17, 24, May 1, 2025
TCN #11232991

City Commission Regular Meeting - 5:05 PM **11. L.**

Meeting Date: 07/07/2025

Re: Approval to Increase Purchase Order #250521 - Complete Production Resources

Submitted For: Marisa Quijano, Interim Executive Director, Sunrise Theatre

---

SUBJECT:

Approval of increase of Purchase Order No.250521, Complete Production Resources from $50,000 to $100,000 for monthly lighting equipment rental at the Sunrise Theatre.

SUMMARY:

The Sunrise Theatre began renting lighting equipment in January 2025 as the equipment that had been used previously became inoperable. The Sunrise Theatre has an ongoing legal conflict with a previous contracted employee. The former staff member installed lighting and sound equipment without the consent of the Executive Director at the time. In December 2024, the former employee arrived at the Sunrise Theatre to retrieve his equipment that our venue was still using. Due to the change in leadership, the current staff of the Sunrise Theatre were unaware of the legal procedures they should have taken when the owner of said equipment arrived to uninstall it and pick it up. Enough of the equipment was obtained by its original owner that it left our lighting system inoperable. The previous equipment owned by the Sunrise Theatre, that was uninstalled in early 2021 by this former employee, is outdated and does not serve the needs of the events booked at the Sunrise Theatre for the 24-25 Season. The lighting equipment owned by the Sunrise Theatre is conventional lighting with conventional lamps and light bulbs that have since been discontinued. The lamps must be individually moved and placed by staff on a per-show basis, and cannot be controlled by the light board as modern lights can be. There are no LED elements to these lights and the lightboard is a model from 2001. It is important that the Sunrise Theatre maintains the lighting system that we are renting and currently have installed, as we are contractually obligated to have this specific equipment for upcoming events booked.

In the long term, having this equipment saves the Sunrise Theatre money as we no longer have to rent as much lighting gear on a per-show basis. Due to RFP No. 2025-017 for the Sunrise Theatre Operations Concession, the option for lease-to-own has not been looked into, and we have been advised to continue to rent the equipment. The monthly cost of this rental is $9,000. As noted on our monthly invoice, Complete Production Resources offers us more than a 50% discount on this rental as we have worked with their company for years. The actual cost of renting this equipment, without a discount, is about $20,000 a month.

RECOMMENDATION:

The Sunrise Theatre staff recommends the approval of increasing the PO No. 250521 for Complete Production Resources.

ALTERNATIVES:

Deny the increase.

RESPONSIBLE STAFF:

Marisa Quijano, Acting Executive Director
Holland Ryan, Technical Director

COORDINATED WITH:

Finance Department

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025
Account: 544130
Amount: 50000

FISCAL IMPACT:

This PO was opened in account 406-4600-544130 - Rentals & Leases / Lighting. We do not have funds in other accounts to cover this increase this account, as requested. This account will be over budget by the end of the fiscal year. This rental was initiated at the last minute, as an emergency, and had not been budgeted for. It was advised to only open the PO for $50,000 and not to look into purchase due to the uncertainty of the future of the Sunrise Theatre operations. The purchase of updated equipment is noted in our 10-Year Capital Improvement Plan.

Attachments

CPR - Monthly Invoice
Purchase Quote 1 - Full Compass
Purchase Quote 2 - Solotech

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/22/2025 04:25 PM
City Manager	Richard Chess	05/23/2025 10:34 AM
Form Started By: Marisa Quijano		Started On: 05/22/2025 11:02 AM
Final Approval Date: 07/01/2025		

Complete Production Resources
1930 Commerce Oak Ave
Orlando, FL 32808
USA
Phone: (407) 767-5776
Fax: (407) 641-9368

Proposal

Number: 24-2320
#5 Sunrise Lighting System/FP/12-24

Client	Venue / Site
Sunrise Theatre of the Performing Arts Debbie Soesbe 117 South 2nd Street Fort Pierce, FL 34950	Sunrise Theatre of the Performing Arts Debbie Soesbe 117 South 2nd Street Fort Pierce, FL 34950

Account Manager	Shipping Method	Customer P.O.	Warehouse	Terms	Tax Rule
Kelly Greene	CPR Cartage		CPR	Net 30	Tax Exempt

Prep Date	Load In	Show Start	Load Out	Return Date	Discount
12/27/2024 9:00 AM	12/30/2024 11:00 AM			1/31/2025 11:00 AM	

Qty	Description	Note	Time	Rate	Price	Price Ext.
	Lighting					
1	MA LIGHTING grandMA2 Light Lighting Console					
1	MARTIN DMX 5.5 Opto Splitter (1x 5 Pin I/O, 5x 5 Pin Out)					
1	Edison Male (12AWG) to PowerCON [Type A] 5'					
8	MARTIN MAC Viper Profile Moving Head Spotlight					
1	OSRAM HTI 1000W/PS Lok-It Lamp for Viper	Spare				
44	ELATION SIX+ PAR L 20W RGBLA+UV LED Par Fixture					
44	ELATION MFL 22° Diffusion Lens Filter					
44	ELATION Sixbar 1000/DTW/SIX+PAR Omega Bracket					
44	Trigger Clamp, Black					
44	Safety Cable, Black - 30"					
	Lighting Before Discount:					**16,720.00**
	50% Discount:					**-8,360.00**
	Lighting Total:					**8,360.00**
	Power					
1	PROPOWER 3 phase 208V Power Distro with Power Pass thru/ 4-Socapex outputs, 9-20A Edison outputs					
1	2/0 Feeder Cable Tails Set - 5'					
5	2/0 Cam Feeder Single Wire Tails - 5'					
	Power Before Discount:					**1,280.00**
	50% Discount:					**-640.00**
	Power Total:					**640.00**
	Cabling					
4	CPR 12/14 Socapex Cable - 100'					
2	CPR 12/14 Socapex Cable - 75'					
2	CPR 12/14 Socapex Cable - 50'					
4	5 Pin DMX M-F Cable - 100'					
2	5 Pin DMX M-F Cable - 75'					
2	5 Pin DMX M-F Cable - 50'					
10	5 Pin DMX M-F Cable - 25'					
68	5 Pin DMX M-F Cable - 15'					

Qty	Description	Note	Time	Rate	Price	Price Ext.
		Cabling Before Discount:				1,988.00
		100% Discount:				-1,988.00
		Cabling Total:				0.00
	Spare					
1	MARTIN MAC Viper Profile Moving Head Spotlight					
1	ELATION SIX+ PAR L 20W RGBLA+UV LED Par Fixture					
		Spare Total:				0.00

NOTES:

DELIVERY TRUCKING 750 TO BE BILLED ON FIRST INVOICE ONLY.
RETURN TRUCKING 750 TO BE BILLED ON LAST INVOICE ONLY.

Initial scheduling for this equipment is for 6 months.

Subtotal:	$9,000.00
Discount:	$0.00
Sales Tax:	$0.00
Convenience Fee:	$0.00
Prep Fees:	$0.00
Del/Pick-Up:	$0.00
Total:	$9,000.00

X _____ _____

Signature Date

X _____

Print

Quote #1

For Purchase

Full Compass Systems, Ltd

9770 Silicon Prairie Parkway
MADISON, WI 53593
608-831-7330
Fax: 608-831-6330

Quotation

Bill to:

CITY OF FORT PIERCE
100 N U.S. Highway 1
FORT PIERCE, FL 34950

Ship to:

SUNRISE THEATRE
117 S. 2nd STREET
ATTN: Holland Ryan
FORT PIERCE, FL 34950

Confirmation #	SOC5253169-2
Page	1 of 3
Date	8/13/2024
Sales order	SOC5253169
Purchase order #	FULL BOAR
Ordered by	HOLLAND
Salesperson	Logan Wilson
Payment	Credit Card
Customer account	CUC2663257
FOB	FOBO
Expiration date	9/21/2024

Mfg	Item number	Description	Qty ordered	Unit	Ship via	Unit price	Extended price	Fin
HDS	FULL-BOAR	Full Boar Lighting Console, 12 Universe, with Road Case	1	EA	MISC	$0.00	$0.00	
HDS	MINI-WING-4	https://www.fullcompass.com/prod/524773 MINI WING 4 COMPACT CONSOLE WING, ALSO WORKS WITH HOG 4 PC	1	EA	MISC	$0.00	$0.00	
CHS	QUICKQ20	https://www.fullcompass.com/prod/504068 QuickQ 20 Console, 2 Universes	1	EA	MISC	$3300.00	$3300.00	
GLP	FR1-GLP	https://www.fullcompass.com/prod/551180 Impression FR1 60W RGBW LED Moving Head w/ Zoom 3.5-35 Deg.	6	EA	MISC	$1279.20	$7675.20	
CVP	COLORADO2QZOOM	https://www.fullcompass.com/prod/587662 LED Par, 14x15w RGBW, 14-44deg Motorized Zoom, IP65	9	EA	MISC	$1400.00	$12600.00	
CVP	COLORADO2QZOOM	https://www.fullcompass.com/prod/549525 LED Par, 14x15w RGBW, 14-44deg Motorized Zoom, IP65	23	EA	MISC	$1400.00	$32200.00	
CVP	COLORADO1QZOOM	https://www.fullcompass.com/prod/549525 LED Par, 7x15w RGBW, 13-45deg Motorized Zoom, IP65	7	EA	MISC	$800.00	$5600.00	
CVP	COLORADO1QZOOM	https://www.fullcompass.com/prod/549522 LED Par, 7x15w RGBW, 13-45deg Motorized Zoom, IP65	1	EA	MISC	$0.00	$0.00	
CVP	MAVSTORM2PROFILE	https://www.fullcompass.com/prod/549522 IP65 Profile Moving Head	6	EA	MISC	$8625.00	$51750.00	
		https://www.fullcompass.com/prod/617877						

Full Compass Systems, Ltd

9770 Silicon Prairie Parkway
MADISON, WI 53593
608-831-7330
Fax: 608-831-6330

Bill to:

CITY OF FORT PIERCE
100 N U.S. Highway 1
FORT PIERCE, FL 34950

Ship to:

SUNRISE THEATRE
117 S. 2nd STREET
ATTN: Holland Ryan
FORT PIERCE, FL 34950

Quotation

Confirmation #	SOC5253169-2
Page	2 of 3
Date	8/13/2024
Sales order	SOC5253169
Purchase order #	FULL BOAR
Ordered by	HOLLAND
Salesperson	Logan Wilson
Payment	Credit Card
Customer account	CUC2663257
FOB	FOBO
Expiration date	9/21/2024

Mfg	Item number	Description	Qty ordered	Unit	Ship via	Unit price	Extended price	Fin
CVP	ROGUER3XWASH	Moving Head Wash, 37x25w RGBW, 12-49deg Zoom, 5 Zone	8	EA	MISC	$2900.00	$23200.00	
WHR	PL1-420	https://www.fullcompass.com/prod/578976 Power Link Edison Box, Color : Black	20	EA	MISC	$191.00	$3820.00	
NEU	NAC3MX-W-TOP	https://www.fullcompass.com/prod/185159-0001 Cable End Male Power In IP 65 and UV Rated powerCON TRUE1	30	EA	MISC	$9.86	$295.80	
NEU	NAC3FX-W-TOP	https://www.fullcompass.com/prod/566641 Cable end - powerCON TRUE1 TOP - female - power out - screw terminals - IP 65 and UV rated	30	EA	MISC	$9.86	$295.80	
TLC	SLCB	https://www.fullcompass.com/prod/564733 Slim Claw Black	30	EA	MISC	$46.02	$1380.60	
TLC	MAB	https://www.fullcompass.com/prod/273271 Mega Clamp, Black	38	EA	MISC	$15.92	$604.96	
TLC	SCB	https://www.fullcompass.com/prod/251447 Safety Cable, 30", Black	50	EA	MISC	$6.26	$313.00	
CVP	AMHAZESTADIUM	https://www.fullcompass.com/prod/529890 Hazer, 1200w, 14,000cfm in case	1	EA	MISC	$1384.99	$1384.99	
MTL	Q#147277A	https://www.fullcompass.com/prod/549406 1325-04-21-07-002 Stackable, Double Tier, CAM RGN Input	1	EA	MISC	$4742.54	$4742.54	

***Chauvet items dropship direct, all other items ship LTL freight from Full Compass
***zeroed out units and discounts reflect package pricing. valid purcahsed in full
***public bids are nonreturnable / refundable outside of warranty and service

Full Compass Systems, Ltd

9770 Silicon Prairie Parkway
MADISON, WI 53593
608-831-7330
Fax: 608-831-6330

Bill to:

CITY OF FORT PIERCE
100 N U.S. Highway 1
FORT PIERCE, FL 34950

Ship to:

SUNRISE THEATRE
117 S. 2nd STREET
ATTN: Holland Ryan
FORT PIERCE, FL 34950

Quotation

Confirmation #	SOC5253169-2
Page	3 of 3
Date	8/13/2024
Sales order	SOC5253169
Purchase order #	FULL BOAR
Ordered by	HOLLAND
Salesperson	Logan Wilson
Payment	Credit Card
Customer account	CUC2663257
FOB	FOBO
Expiration date	9/21/2024

Sales subtotal amount:	$149162.89
Promotional discount:	$0.00
Shipping & handling:	$499.99
Net amount:	$149662.88
Sales tax:	$0.00
Total:	$149662.88
Prepaid:	$0.00
Balance due:	$149662.88

Quote #2
For Purchase

SOLOTECH

QUOTATION

Solotech Sales & Integration USA Inc.

Quotation number	SQ-SI009142-1
Date	14 Aug 2024
Valid until	13 Sep 2024
Customer Reference	
Payment terms	NET 30 DAYS
Delivery terms	EXW
Sales representative	JORGE GAMEZ

Bill to address
City Of Sunrise
10770 W. Oakland Park Blvd
Sunrise, FL 33351
USA
Ph: 954-572-2274

Ship to address
Civic Center
10610. West Oakland Park Blvd
Sunrise, FL 33351
USA

Qty	Description	Manufacturer	Product name	UM	Unit price	Amount
1.00	Hog 4-18 console		OTHER	EA	48,678.31	48,678.31
1.00	GRANDMA3-COMPACT XT LIGHTING CONSOLE	MA LIGHTING	MA4010505	EA	39,881.93	39,881.93
32.00	LED WASH RGBW 14 X 15W BLACK IP	CHAUVET PRO	COLORADO2QUADZOOM	EA	1,081.63	34,612.16
8.00	POWERCON POWER CORD, 2PCS OMEGA BRACKETS. CONTROL: 3-PIN DMX, 5-PIN DMX	CHAUVET PRO	ROGUER3XWASH	EA	2,358.43	18,867.44
6.00	MAVERICK STORM 2 PROFILE	CHAUVET PRO	MAVERICKSTORM2PROFILE	EA	7,107.83	42,646.98
20.00	PL1 STRINGER, POWERCONS, BLACK	WHIRLWIND	PL1-420-BK	EA	156.46	3,129.20
38.00	BLACK MEGA CLAMP	THE LIGHT SOURCE (TLS)	MAB	EA	11.05	419.90
30.00	TLS MEGA-CLAW BLACK FINISH CLAMP	THE LIGHT SOURCE (TLS)	MEGA-CLAW	EA	33.90	1,017.00

Additional charges

Description	Amount
FREIGHT FEE TBD	0.00

Subtotal	189,252.92
Total sales tax	0.00
Total	189,252.92
Currency	USD

Notes:

Unless otherwise agreed in writing between Solotech Sales & Integration USA Inc. and Client, this quote is subject to the attached Terms and Conditions ("T&Cs"). By accepting this quote, you are confirming that you have read the foregoing and accept to be bound by the T&Cs and other applicable terms.

This quote is subject to credit approval by Solotech Sales & Integration USA Inc. The equipment remains the property of Solotech Sales & Integration USA Inc, until complete payment of the invoice.

Due to the currently prevailing circumstances, delivery times will only be confirmed upon the receipt of purchase orders. Given the worldwide shortage of certain electronic components, our manufacturers are experiencing longer delivery times. Solotech Sales & Integration USA Inc. shall not be held liable for any delay in delivery caused by said global shortage.

Signature _____ Print name _____ Date _____ Order No _____

City Commission Regular Meeting - 5:05 PM **11. M.**

Meeting Date: 07/07/2025

Re: Approval to Increase Purchase Order #250544 - Jack Hammer Live Audio

Submitted For: Marisa Quijano, Interim Executive Director, Sunrise Theatre

---

SUBJECT:

Approval of Increase of Purchase Order No.250544, Jack Hammer Audio from $50,000 to $80,000 for monthly sound equipment rental at the Sunrise Theatre.

SUMMARY:

The Sunrise Theatre began renting sound & audio equipment in January 2025 as the equipment that had been used previously became inoperable. The Sunrise Theatre has an ongoing legal conflict with a previous contracted employee. The former staff member installed sound equipment without the consent of the Executive Director at the time. In December 2024, the former employee arrived at the Sunrise Theatre to retrieve his equipment that our venue was still using. Due to the change in leadership, the current staff of the Sunrise Theatre were unaware of the legal procedures they should have taken when the owner of said equipment arrived to uninstall it and pick it up. Enough of the equipment was obtained by its original owner that it left our audio system inoperable. The previous equipment owned by the Sunrise Theatre, that was uninstalled in early 2021 by this former employee, is also inoperable as the equipment is outdated and does not serve the needs of the events booked at the Sunrise Theatre for the 24-25 Season. It is important that the Sunrise Theatre maintains the audio system that we currently have installed as we are contractually obligated to have this specific equipment for upcoming events booked. In the long term, having this equipment saves the Sunrise Theatre money as we no longer have to rent as much audio gear on a per-show basis.

The Sunrise Theatre staff have looked into and received a quote for a lease-to-own agreement for the current equipment installed so that the amount of money spent on this year's rental can go towards ownership of this equipment. In April 2025, we were quoted $105,200 to purchase the equipment currently installed, to be paid in monthly installments. This total price is discounted based on what we have already paid to Jack Hammer Audio. Due to RFP No. 2025-017 for the Sunrise Theatre Operations Concession, the option for lease-to-own has not been looked into further, and we have been advised to continue to rent the equipment. The monthly cost of this rental is $6,720. The cost of purchasing this equipment would be well over $150,000.

In April 2025, the soundboard (a piece of equipment that is owned by the Sunrise Theatre) crashed three hours prior to our concert: Air Supply. The soundboard was over 10 years old and originally purchased used. This product would cost anywhere from $25,000-$30,000 to repurchase new. Due to this emergency, as the band refused to perform without this type of soundboard, we added a soundboard rental to our monthly cost. Our monthly sound rental cost increased to $7,995. We are planning on returning the soundboard during the months of August and September as we have no events booked in our main theater, bringing our rental cost down to $6,720 for the months of August and September.

RECOMMENDATION:

The Sunrise Theatre staff recommends the approval of increasing the PO No. 250544 for Jack Hammer Audio.

ALTERNATIVES:

Deny the increase.

RESPONSIBLE STAFF:

Marisa Quijano, Acting Executive Director
Holland Ryan, Technical Director

COORDINATED WITH:

Finance Department

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	4064600534900
Amount:	$30,000

OTHER INFORMATION:

This PO was opened in account 534900 - Contractual Services. Typically, this is an account for our contracted staff. We have other accounts dedicated to Equipment Rental, Audio Gear, and Backline. We will have to move funds from these other accounts into the Contractual Services account in order to increase the Purchase Order. This rental was initiated at the last minute, as an emergency, and had not been budgeted for. It was advised to only open the PO for $50,000 and not to look into purchase due to the uncertainty of the future of the Sunrise Theatre operations. The purchase of updated equipment is noted in our 10-Year Capital Improvement Plan.

Attachments

E-Mail Correspondence
Rental Quote #1
Rental Quote #2
Monthly Rental Cost
Monthly Rental Cost w/Soundboard
Jack Hammer - Lease to Own Quote

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	05/15/2025 10:29 AM
Finance Department	Johnna Morris	05/22/2025 09:48 AM
City Manager	Richard Chess	05/23/2025 10:29 AM
Form Started By: Marisa Quijano		Started On: 05/02/2025 05:44 PM
Final Approval Date: 07/01/2025		

Sunrise Theatre Emergency Sound Equipment

11 messages

Marisa Quijano <srtexec@sunrisetheatre.com> Tue, Nov 26, 2024 at 1:20 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Good afternoon Linda,

As you know, we are looking at renting sound equipment for our upcoming shows as what we have has been left inoperable.

We have put together quotes and picked the cheapest option. Assuming we need to rent this equipment for the remainder of the fiscal year, I will have to request a PO for around $65,000. Alternatively, I can request a PO for a 6 month rental which would keep us under that $50,000 threshold.

Since this amount typically needs to be presented to the commission, I am hoping you can approve an emergency requisition for me as our next event is December 6, 2024.

Please let me know what you advise. Thank you for your time and consideration.

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

Box Office Hours: Mon - Fri 10AM-2PM
772.461.4775 | boxoffice@sunrisetheatre.com

Linda Cox <lcox@cityoffortpierce.com> Tue, Nov 26, 2024 at 1:49 PM
To: Marisa Quijano <srtexec@sunrisetheatre.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Keep it under 50 and work through purchasing please

Linda W. Cox
City Clerk
City of Fort Pierce
772.467.3065

Get Outlook for iOS

From: Marisa Quijano <srtexec@sunrisetheatre.com>
Sent: Tuesday, November 26, 2024 1:20:05 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>
Subject: Sunrise Theatre Emergency Sound Equipment

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.

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Tue, Nov 26, 2024 at 1:50 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Sounds good. Thank you!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

[Quoted text hidden]

Gelencia Carter <gcarter@cityoffortpierce.com> Tue, Nov 26, 2024 at 2:50 PM
To: Linda Cox <lcox@cityoffortpierce.com>, Marisa Quijano <srtexec@sunrisetheatre.com>

Thanks Linda.

Marisa, let me know if you require assistance with processing the requisition.

Kind regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce

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

Website | Facebook | Survey

From: Linda Cox <lcox@cityoffortpierce.com>
Sent: Tuesday, November 26, 2024 1:49 PM
To: Marisa Quijano <srtexec@sunrisetheatre.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>
Subject: Re: Sunrise Theatre Emergency Sound Equipment

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Tue, Dec 10, 2024 at 10:48 AM
To: Gelencia Carter <gcarter@cityoffortpierce.com>

Good morning Gelencia,

I had a question regarding this sound equipment we are renting and how other options could work within the parameters of the purchasing code. I wanted to look into rent-to-owning/leasing the sound equipment so that the amount of money we are spending on this can at least go towards owning the sound system.

Assuming we would have to enter into a contract with the company that would exceed a total of $50,000 in order to rent-to-own, we would have to take this to commission, correct? Are there any other purchasing rules or requirements when it comes to this?

Thanks for your help!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Thu, Apr 10, 2025 at 4:11 PM
To: Linda Cox <lcox@cityoffortpierce.com>, Tina Rel <trel@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Good afternoon,

I am reaching out about the emergency sound/light rentals mentioned in the below emails. We will have to increase both these POs (PO250521 & PO250544) to cover the rest of the rentals for this fiscal year. Are there any steps I need to take prior to adding this agenda item to the next commission meeting?

Thank you for your time and help!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

On Tue, Nov 26, 2024 at 2:50 PM Gelencia Carter <gcarter@cityoffortpierce.com> wrote:
[Quoted text hidden]

Linda Cox <lcox@cityoffortpierce.com> Thu, Apr 10, 2025 at 4:38 PM
To: Marisa Quijano <srtexec@sunrisetheatre.com>, Tina Rel <trel@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Hi Marisa. Please work through Finance and Purchasing. There are spending caps.

They may want you to go through the City Manager.

Have a great day!

Linda W. Cox, MBA, CMC, FCRM | City Clerk | City of Fort Pierce
City Clerk's Office
Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

Website | Facebook | Survey

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

From: Marisa Quijano <srtexec@sunrisetheatre.com>
Sent: Thursday, April 10, 2025 4:12 PM
To: Linda Cox <lcox@cityoffortpierce.com>; Tina Rel <trel@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>
Subject: Re: Sunrise Theatre Emergency Sound Equipment

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.

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Thu, Apr 10, 2025 at 4:44 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Cc: Tina Rel <trel@cityoffortpierce.com>, Gelencia Carter <gcarter@cityoffortpierce.com>

Thank you Linda!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Thu, Apr 10, 2025 at 4:46 PM
To: Johnna Morris <jmorris@cityoffortpierce.com>, Gelencia Carter <gcarter@cityoffortpierce.com>

Good afternoon ladies,

Linda advised me to reach out to you about the matter mentioned in the below email as I will need to increase these equipment POs.

Thank you,

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

---------- Forwarded message ---------
From: **Marisa Quijano** <srtexec@sunrisetheatre.com>
Date: Thu, Apr 10, 2025 at 4:11 PM
Subject: Re: Sunrise Theatre Emergency Sound Equipment
To: Linda Cox <lcox@cityoffortpierce.com>, Tina Rel <trel@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

[Quoted text hidden]

Johnna Morris <jmorris@cityoffortpierce.com> Thu, Apr 10, 2025 at 4:52 PM
To: Marisa Quijano <srtexec@sunrisetheatre.com>, Gelencia Carter <gcarter@cityoffortpierce.com>

Marisa,

Please put the item on the agenda for the Commission to approve the PO. Considering the RFP, I won't be looking into doing anything long-term.

Johnna S. Morris, MBA, CGFO, CPPT | Director of Finance | City of Fort Pierce

Finance Department

Phone: 772.467.3073 ~ Fax: 772.489.2594 ~ 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

[Quoted text hidden]

Marisa Quijano <srtexec@sunrisetheatre.com> Thu, Apr 10, 2025 at 4:56 PM
To: Johnna Morris <jmorris@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>

Yes, that's why I only opened the PO for 50k initially, because I had hoped that would hold us over until the RFP was finalized. In regard to the other email I sent you about possibly leasing this, if the rental company agrees to transfer any agreements or contracts to a new owner instead of keeping it with the City...would that change things?

Also, Linda was concerned that there might be a spending cap for something like this? Is that a concern?

Thanks!

Marisa Quijano
Acting Executive Director
Box Office & Front of House Manager | Sunrise Theatre
772.467.4122 | srtexec@sunrisetheatre.com

[Quoted text hidden]

Quote 1

ESTIMATE

Jack Hammer Live Audio
4724 NE 12th Ave
Oakland Park, FL 33334-4802

jackhammerliveaudio@gmail.com
+1 (954) 401-8803

Bill to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Ship to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Estimate details
Estimate no.: 1054
Estimate date: 11/25/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Description Audio Rental**	RENTAL DATE: DECEMBER 1 2024 VENUE: SUNRISE THEATER LOCATION: FORT PIERCE FLORIDA DURATION: MINIMUM 6 MONTHS DURATION STARTING ON 1ST AND ENDING ON LAST DAY OF MONTH IF LESS THAN 6 MONTHS A $1000 PICKUP FEE WILL BE CHARGED CONTACT: HOLLAND RYAN BUYER: PO#:	1	$0.00	$0.00
2.		**Description blank**	ONE TIME CHARGES	1	$0.00	$0.00
3.		**Cabling**	SPEAKER CABLE PACKAGE	1	$800.00	$800.00
4.		**Delivery Peterbilt, Local radius**	DELIVERY TO AND SUPERVISE INSTALL	1	$1,000.00	$1,000.00
5.		**Description blank**	FOH SPEAKERS HANGED FROM VENUE PROVIDED MOTORS	1	$0.00	$0.00
6.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q Flying frame includes Master link	2	$30.00	$60.00
7.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set	16	$180.00	$2,880.00
8.		**d&b audio Q10**	d&b audiotechnik Q10 loudspeaker FRONT FILL	4	$180.00	$720.00

9.	**d&b audio B22**	d&b audiotechnik B2 subwoofer	4	$180.00	$720.00
10.	**d&b audio D12**	d&b audiotechnik D12 amplifier	9	$180.00	$1,620.00
11.	**Indu Electric electrical distribution panel**	Motion Labs Stackable electrical panel indoor rated 6X L14/30 6X Edison 15 Amp Cam Lock loop thru	1	$180.00	$180.00
		Total			**$7,980.00**

Accepted date

Accepted by

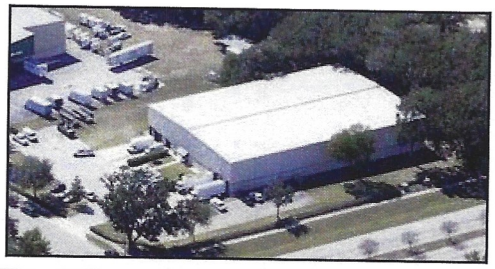
Quote 2

Complete Production Resources
1930 Commerce Oak Ave
Orlando, FL 32808
USA
Phone: (407) 767-5776
Fax: (407) 641-9368

Proposal

Number: 24-2234
Sunrise AUDIO System/FP/12-24

Client	Venue / Site
Sunrise Theatre of the Performing Arts Debbie Soesbe 117 South 2nd Street Fort Pierce, FL 34950	Sunrise Theatre of the Performing Arts Debbie Soesbe 117 South 2nd Street Fort Pierce, FL 34950



Account Manager	Shipping Method	Customer P.O.	Warehouse	Terms	Tax Rule
Kelly Greene	CPR Cartage		CPR	In Advance	Pending

Prep Date	Load In	Show Start	Load Out	Return Date	Discount
12/3/2024 9:00 AM	12/4/2024 11:00 AM			12/31/2024 11:00 AM	

Qty	Description	Note	Time	Rate	Price	Price Ext.
	Audio					
1	Front Fills					
4	D.A.S. ARTEC 526A 720W Dual 6" Powered Speaker					
4	Edison Male to PowerCON Power Cable					
2	PELICAN 1690 Case for D.A.S. Front Fills					
1	L-ACOUSTICS KUDO Array Package					
1	PD-9 MOTION LABS 3-Phase 100-Amp JR Distro					
1	2/0 Feeder Cable Set - 50'					
5	2/0 Cam Feeder Single Wire - 50'					
16	L-ACOUSTICS KUDO Large Format Line Source Speaker Cabinet					
16	NL8 Speaker Cable Jumper - 18"					
4	CPR KUDO Touring Line Array Cart					
4	CPR KUDO Stacked Array Cover					
6	L-ACOUSTICS SB28 High Powered Subwoofer					
3	CPR SB28 Touring Carts					
3	CPR SB28x2 Sub Cover					
2	L-ACOUSTICS K-LIFT KUDO Horizontal Array Frame					
2	L-ACOUSTICS 18MM BUMP3/dV-DOSC/K-LIFT Shackle					
2	LAB GRUPPEN 3x PLM 10000Q Amp Rack					
6	LAB GRUPPEN PLM 10000Q 4-CH DSP Power Amplifier					
2	WHIRLWIND Amplifier I/O Panel (W1-XLR-AES-RJ45-NL8-NL4)					
2	PROCOOL SP480X Rack Quad Fan					
2	VIKING 10-Space Shockmount Triple PLM Amplifier Rack					
2	L-ACOUSTICS K BUMP KUDO Bumper Fly Bar					
4	L-ACOUSTICS 22MM KUDO/ARC/BUMPSUB Shackle					
2	HUBBELL-5 L21-30 Power Cable - 50'					
	Audio Total:					8,740.00

Subtotal:	$8,740.00
Discount:	$0.00
Sales Tax:	$0.00
Convenience Fee:	$0.00
Prep Fees:	$0.00
Del/Pick-Up:	$0.00
Total:	$8,740.00

X _____ _____

Signature Date

X _____

Print

CPR
1930 Commerce Oak Ave
Orlando, FL 32808
USA
Phone: (407) 767-5776
Fax: (407) 641-9368

Number	24-2234
Project	Sunrise AUDIO System/FP/12-24
Account Manager	Kelly Greene
Proposal Date	11/27/2024

Client

Sunrise Theatre of the Performing Arts
Debbie Soesbe
117 South 2nd Street
Fort Pierce, FL 34950
US
Office: 772 461 4884

Venue / Site

Sunrise Theatre of the Performing Arts
Debbie Soesbe
117 South 2nd Street
Fort Pierce, FL 34950
US

Prep Date	Return Date	Status	Terms	Total
12/3/2024 9:00 AM	12/31/2024 11:00 AM	Inquiry	In Advance	$8,740.00

This is a legally binding contract of renting only and not of sale. The undersigned renter agrees that they (the client) is renting the item(s) herein described upon the express condition that it will at all times remain the property of Event Event Productions, Inc. dba Complete Production Resources (CPR).

This Contract shall be deemed made and entered in the State of Florida, and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Florida shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorneys' fees.

- Prices are valid for 14 days from the proposal date. All prices are subject to change without notice.
- Proposal does not guarantee availability of equipment or labor until signed confirmation is received.
- Proposal is confirmed upon receipt of signed contract(s) and deposit obligations.
- A cancellation charge of 25% of the proposal total is applicable when a confirmation is cancelled with less that 30-days notice; less than 7-days notice a cancellation fee of 50% is applicable; less than 48-hours notice a fee of 100% is applicable. Larger events may be subject to additional charges.
- All rentals are required to be insured with an existing insurance company. An ACORD certificate of insurance naming Complete Production Resources as additional insured is required; it must indicate all risk property coverage for an amount equal to, or greater than, the equipment rented. This policy is to only cover said rented equipment at the designated event location. This must be forwarded to our office no later than 48-hours prior to the rental start date.
- Any change in location, times or scope of work may result in increased expenses, in which a CPR representative will endeavor to discuss with the on-site client representative at the time the change is requested. In the event the performance exceeds the scheduled ending time, Client agrees to pay CPR any overtime charges incurred.
- Client must provide 24-hour security of equipment during rental period.
- Client is to return all rental items in the condition as Client received them. Client will notify at once to a CPR representative any item found to be not functioning normally or missing.
- Client will pay promptly, when due, all charges or charges which accrue because of this rental, including damages, late fees and to include any lost or stolen items to said rental items including damages to, said items. In the event the Client fails to return the said items at the time specified within this contract, or fails to abide by any of the other terms of this contract, CPR may repossess said items without prior notice to the Client. CPR is hereby released from all claims or charges arising there from.
- All charges are based on the time items are in Client's possession whether in use or not, including all travel days. CPR is in no way held responsible for accidents, injuries or loss of income caused directly or indirectly by use of said items.

Client shall pay CPR as follows:
- A deposit totaling the amount to be determined by CPR upon the return of this agreement. This deposit is NON-REFUNDABLE.
- Balance of total due less deposit amount (if any). This payment must be sent to CPR or presented to the CPR representative upon delivery of said items, prior to performance, day of show in CHECK or CERTIFIED FUNDS unless other terms have been arranged.
- All checks payable to Complete Production Resources and remit to 1930 Commerce Oak Ave; Orlando, FL 32808
- All major credit cards are accepted, including: American Express, Visa, Master card, and Discover (service charges are applicable).
- All fees incurred in collecting a past due account will be the responsibility of the purchaser. A $35.00 service fee will be charged for any checks not honored by your bank. Accounts over 30 days past due may be put on credit hold. Accounts over 60 days past due may be referred for collection and the account status with CPR may be terminated.

By signing below you are accepting Complete Production Resources' Terms and Conditions, which can be viewed at the following website: http://www.completeproductionresources.com/terms/.

Date: _____ Date: _____

Client Signature: _____ Company Signature: _____

Name/Title: _____ Name/Title: _____

INVOICE

Jack Hammer Live Audio
4724 NE 12th Ave
Oakland Park, FL 33334-4802

jackhammerliveaudio@gmail.com
+1 (954) 401-8803

Bill to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Invoice details
Invoice no.: 1104
Terms: Due on receipt
Invoice date: 03/28/2025
Due date: 03/28/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Description Audio Rental**	RENTAL DATE: APRIL 1 2024 VENUE: SUNRISE THEATER LOCATION: FORT PIERCE FLORIDA DURATION: 1 MONTH MINIMUM 6 MONTHS DURATION STARTING ON 1ST AND ENDING ON LAST DAY OF MONTH IF LESS THAN 6 MONTHS A $1000 PICKUP FEE WILL BE CHARGED CONTACT: HOLLAND RYAN BUYER: PO#:	1	$0.00	$0.00
2.		**Description blank**	FOH SPEAKERS HANGED FROM VENUE PROVIDED MOTORS	1	$0.00	$0.00
3.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q Flying frame includes Master link	2	$30.00	$60.00
4.		**d&b audio Q subwoofer**	d&b audiotechnik Q Subwoofer	2	$180.00	$360.00
5.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set	16	$180.00	$2,880.00
6.		**d&b audio Q10**	d&b audiotechnik Q10 loudspeaker FRONT FILL	4	$180.00	$720.00
7.		**d&b audio B22**	d&b audiotechnik B2 subwoofer	4	$180.00	$720.00
8.		**d&b audio D12**	d&b audiotechnik D12 amplifier	10	$180.00	$1,800.00

9.	**Indu Electric electrical distribution panel**	Motion Labs Stackable electrical panel indoor rated 6X L14/30 6X Edison 15 Amp Cam Lock loop thru	1	$180.00	$180.00

Total **$6,720.00**

Ways to pay

Jack Hammer Live Audio ACH information
Truist Bank
Routing 061000104
Account 1000101256930
Business checking
Wire transfers will incur a fee and require prior arrangement

PO# 250544

406 4600 5 44 11 0

INVOICE

Jack Hammer Live Audio
4724 NE 12th Ave
Oakland Park, FL 33334-4802

jackhammerliveaudio@gmail.com
+1 (954) 401-8803

Bill to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Invoice details
Invoice no.: 1121
Terms: Due on receipt
Invoice date: 05/01/2025
Due date: 05/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Description Audio Rental**	RENTAL DATE: MAY 1 2025 VENUE: SUNRISE THEATER LOCATION: FORT PIERCE FLORIDA DURATION: 1 MONTH MINIMUM 6 MONTHS DURATION STARTING ON 1ST AND ENDING ON LAST DAY OF MONTH CONTACT: HOLLAND RYAN BUYER: PO#:	1	$0.00	$0.00
2.		**Yamaha CL5**	Yamaha CL5 mixing console, no cabling requested WEEK Rate $ 425.00 3 WEEK month $ 1275.00 Venue has Rio Racks	1	$1,275.00	$1,275.00
3.		**Description blank**	FOH SPEAKERS HANGED FROM VENUE PROVIDED MOTORS	1	$0.00	$0.00
4.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q Flying frame includes Master link	2	$30.00	$60.00
5.		**d&b audio Q subwoofer**	d&b audiotechnik Q Subwoofer	2	$180.00	$360.00
6.		**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set	16	$180.00	$2,880.00
7.		**d&b audio Q10**	d&b audiotechnik Q10 loudspeaker FRONT FILL	4	$180.00	$720.00

8.	**d&b audio B22**	d&b audiotechnik B2 subwoofer	4	$180.00	$720.00
9.	**d&b audio D12**	d&b audiotechnik D12 amplifier	10	$180.00	$1,800.00
10.	**Indu Electric electrical distribution panel**	Motion Labs Stackable electrical panel indoor rated 6X L14/30 6X Edison 15 Amp Cam Lock loop thru	1	$180.00	$180.00

Total **$7,995.00**

Ways to pay

Jack Hammer Live Audio ACH information
Truist Bank
Routing 061000104
Account 1000101256930
Business checking
Wire transfers will incur a fee and require prior arrangement

PO # 250544

ESTIMATE

Jack Hammer Live Audio
4724 NE 12th Ave
Oakland Park, FL 33334-4802

jackhammerliveaudio@gmail.com
+1 (954) 401-8803

Bill to
City of Fort Pierce Sunrise Theater
117 S 2nd Street
Fort Pierce, FL 34950

Estimate details
Estimate no.: 1106
Estimate date: 04/15/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Description Audio Rental**	EQUIPMENT PURCHASE ESTIMATE VENUE: SUNRISE THEATER LOCATION: FORT PIERCE FLORIDA DURATION: 12 MONTHS MONTHLY PAYMENT DUE: $8,766.67 TERMS: PAYMENT DUE 1st of EACH MONTH CONTACT: HOLLAND RYAN BUYER: PO#:	1	$0.00	$0.00
2.		**Description blank**	Equipment remains property of JHLA until all payments are completed If Buyer desires to end payments, no refunds will be given and Jack Hammer Live Audio will take full possession of equipment All maintenance is the sole responsibility of buyer PLEASE NOTE: This d&b model line has been discontinued for many years, and spare parts and repairs may be difficult in the coming years. In some cases used may be the only option	1	$0.00	$0.00
3.		**Cabling**	SPEAKER CABLE PACKAGE (4) L14/30 10ft @ $30.00 $ 120.00 (1) Cam Lok jumper 10ft @ $ 400.00 (4) NL8 cable 75ft @ $300.00 $1200.00 (8) NL8-(4) NL4 break @ 85.00 $ 680.00 (2) NL4 50ft @100.00 $ 200.00 (2) 25ft NL4 @ 55.00 $ 110.00 (2) 50ft Stereo XLR @ 80.00 $ 160.00	1	$800.00	$800.00

4.	**Description blank**	FOH SPEAKERS HANGED FROM VENUE PROVIDED MOTORS	1	$0.00	$0.00
5.	**d&b audio Q1 loudspeaker**	d&b audiotechnik Q Flying frame includes Master link	2	$400.00	$800.00
6.	**d&b audio Q subwoofer**	d&b audiotechnik Q Subwoofer	2	$1,500.00	$3,000.00
7.	**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set ALREADY ONSITE	16	$2,400.00	$38,400.00
8.	**d&b audio Q1 loudspeaker**	d&b audiotechnik Q1 loudspeaker with flyware set SPARE	3	$2,400.00	$7,200.00
9.	**d&b audio Q10**	d&b audiotechnik Q10 loudspeaker FRONT FILL	4	$2,400.00	$9,600.00
10.	**d&b audio C7 TOP**	d&b audiotechnik C7 TOP Point Source loudspeaker 70X40 THESE ARE NOT ONSITE BUT HOLLAND HAS MENTIONED ADDING A PAIR FOR ON TOP OF THE SUBS	2	$3,500.00	$7,000.00
11.	**d&b audio B22**	d&b audiotechnik B2 subwoofer (ALREADY ONSITE)	4	$2,400.00	$9,600.00
12.	**d&b audio B22**	d&b audiotechnik B2 subwoofer (SPARE)	1	$2,400.00	$2,400.00
13.	**d&b audio Q1 loudspeaker**	d&b audiotechnik Q PARTS (2) d&b 10 inch driver (2) d&b HF diaphram	4	$150.00	$600.00
14.	**d&b audio D12**	d&b audiotechnik D12 amplifier In 2 racks of 4 with patch panels in and out 1 rack of 2 has no patch panels	10	$2,400.00	$24,000.00
15.	**Indu Electric electrical distribution panel**	Motion Labs Stackable electrical panel indoor rated 6X L14/30 6X Edison 15 Amp Cam Lock loop thru	1	$1,800.00	$1,800.00
		Total			**$105,200.00**

Accepted date **Accepted by**

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 07/07/2025

Re: Proposed Ordinance 25-018, Contractors - Amending Chapter 103 Article III-"Contractors"

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 25-018 Amending Chapter 103, Article III "Contractors". SECOND READING

SUMMARY:

Proposed Ordinance reduces the number and type of certificates of competency that are provided by the City for local specialty contractors. This amendment is necessary for compliance with recently enacted state statutes which preempts most contractor licensing categories to the State. Further, the Ordinance proposes to reduce the number of members serving on the Board of Examiners of Contractors and requires said members to be residents of the city, in accordance with state statute.

RECOMMENDATION:

Staff recommends approval of proposed Ordinance 25-018 Amending Chapter 103, Article III "Contractors".

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Asst. Director of Building

COORDINATED WITH:

Sara Heges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

None at this time.

Attachments

Memo Contractor Licensing
Clean Copy 25-018 Ordinance
Proof of Publication

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	06/09/2025 02:37 PM
City Manager	Richard Chess	06/10/2025 02:45 PM

Form Started By: Coleen Hanson Started On: 05/27/2025 11:52 AM
Final Approval Date: 06/17/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SHAUN COSS, ASSISTANT DIRECTOR OF BUILDING, BUILDING, BUILDING ADMIN

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: ORDINANCE 25-XXX, CONTRACTOR LICENSING

CAO RLS FILE: 25-70

DATE: MAY 5, 2025

I have reviewed the above request for legal services related to the Ordinance concerning contractor licensing provisions in the Code. The proposed Ordinance has been edited to include a reduction in members of the Board of Examiners of Contractors, per our discussions. Please note additional changes made, including:

1) The quorum requirement for the Board of Examiners was added back into the ordinance, as required by FSS 166.041 and discussed by the Attorney General in an opinion published in August 24, 2010 (AGO 2010-34). Thus, a minimum of 3 Board members will constitute a quorum.
2) A majority vote of the Board (3 members) will be required to make any decision. Having a majority vote of the total Board, rather than of those present, is in line with the other quasi-judicial boards of the City.
3) The Board members must be City residents. This is a change from the previous Code provision allowing the members to be County residents and is consistent with the reading of "local jurisdiction" in Chapter 489, Florida Statutes.
4) As the civil penalties amounts are being removed from the Code, a resolution must be passed simultaneously by the Commission setting the penalties amounts.

A redlined and clean copy of the Ordinance has been uploaded, and 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.

ORDINANCE NO. 25-018

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – CONTRACTORS, BY AMENDING SECTION 103-86 BY MODIFYING AND DELETING CERTAIN DEFINITIONS**; **AMENDING SECTION 103-88 BY CORRECTING REFERENCE TO STATE STATUTE CHAPTER 489**; **AMENDING SECTION 103-89 BY REDUCING THE NUMBER OF BOARD OF EXAMINERS OF CONTRACTORS MEMBERS, PROVIDING FOR APPOINTMENT, PROVIDING FOR OFFICERS, DELETING THE REQUIREMENT OF REQUIRED MEETINGS, AND RESTATING THE BOARD'S POWER TO ADOPT BY-LAWS AND RULES**; **AMENDING SECTION 103-131 BY PROVIDING FOR APPLICATION REQUIREMENTS**; **AMENDING SECTION 103-135 TO DELETE CERTAIN FEES AND TO PROVIDE FOR AN APPEAL FEE**; **AMENDING SECTION 103-136 TO REFERENCE STATE CERTIFIED SPECIALTY CONTRACTORS, AND PROVIDE FOR ALTERNATIVES AND EXEMPTIONS FOR PROVIDING PROOF OF BUSINESS TAX RECEIPT**; **AMENDING SECTION 103-141 BY PRECLUDING DISCIPLINE OF STATE CERTIFIED CONTRACTORS AND ELIMINATING AUTOMATIC STAYS ON APPEAL**; **AMENDING SECTION 103-142 BY SPECIFYING ACTS IN WHICH A REGISTERED OR LOCAL CONTRACTOR MAY BE REPRIMANDED, OR THEIR COMPETENCY CARD MAY BE SUSPENDED OR REVOKED**; **AMENDING SECTION 103-143 BY MODIFYING PROHIBITIONS OF UNLICENSED CONTRACTORS, PROVIDING FOR ISSUANCE OF CITATIONS BY THE BUILDING OFFICIAL OR THEIR DESIGNEE, AND PROVIDING FOR CIVIL PENALTIES TO BE ASSESSED IN AN AMOUNT ADOPTED BY RESOLUTION**; **AMENDING SECTION 103-144 BY DELETING ALL EMERGENCY LICENSING PROCEDURES PREEMPTING PROCEDURES TO THE STATE**; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 29, 2024, the Legislature of the State of Florida enacted Senate Bill 1142, preempting occupational licensing to the state and superseding local government licensing requirements with certain exceptions; and

WHEREAS, Section 489.117(4)(a)3., Florida Statutes allows for the City to continue to offer a license for aluminum gutters; siding; soffit or fascia; and fence installation so long as the City had such licensing requirement before January 1, 2021; and

WHEREAS, on January 17, 2017, the City of Fort Pierce, Florida adopted Ordinance 17-001, amending contractor license categories; and

WHEREAS, the City of Fort Pierce, Florida desires to reduce the number of board of examiners of contractors members to five (5) members, and restate its power to adopt by-laws and rules; and

WHEREAS, the City of Fort Pierce, Florida has determined it is necessary to amend sections of the Code of Ordinances herein for conformance and consistency with Florida State Statutes.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-86 – Definitions of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-86. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board of examiners or *board* means the board of examiners of contractors provided for in this article.

Certificate means a certificate of competency or a competency card.

Contractor (and the various classes of contractors) shall be defined as provided in F.S. §§ 489.105 and 489.505.

Owner-builder shall be defined as provided in F.S. §§ 489.103(7)(a) and ~~480.503(6)~~ 489.503(6). For the purposes of this chapter, the application for a building permit for the construction of more than one residence, duplex or commercial property in one year's time shall be construed as engaging in the construction business as an unlicensed contractor.

Specialty contractors shall be defined as provided in F.S. §§ 489.105. ~~means contractors who specialize in one or more of the crafts of the building construction and related contracting trades and whose scope of work and responsibility is limited to a particular phase of the building construction and related contracting trades as described in Florida Administrative Rule 61G4-15 or in this section. Specific requirements and license type for each classification, incorporated herein by reference, are listed on the city building department's webpage and are available in the building department.~~

~~*Acoustical/suspended ceiling contractor* means a contractor qualified to install, maintain, repair, alter or extend any acoustical/suspended acoustical ceiling system.~~

~~*Aluminum contractor with concrete* means a contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of accessories such as metal siding, soffits, gutters, awnings and prefabricated rooms. These contractors may also form, place reinforcing steel and miscellaneous steel and pour, place and finish concrete incidental to aluminum accessories. An aluminum contractor with concrete may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.~~

~~*Aluminum contractor without concrete* means a contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of accessories such as metal siding, soffits, gutters, awnings and prefabricated rooms. An aluminum contractor without concrete may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.~~

Aluminum siding contractor means a contractor whose services are limited to fabrication, installation, maintenance, repair, alteration or extension of aluminum siding, soffit, fascia and gutters. This work includes installation of insulation behind the siding and repair of the substrate incidental to the siding installation.

~~*Aluminum structure contractor* means a contractor whose services are limited to fabricating, assembling, handling, erecting, installing, dismantling, adjusting, altering, repairing, servicing and design work when not prohibited by law, in accordance with accepted engineering data and/or according to manufacturer's~~

~~specifications. The scope of work shall include and be limited to screened porches, screened enclosures, pool enclosures, pre-formed panel-post and beam roofs, mobile home panel roof-overs, residential glass window and door enclosures, vinyl panel window enclosures, single story self-contained aluminum utility storage structures (not to exceed 500 square feet) siding, soffit, fascia and gutters. It shall be limited to the construction of wood framing for the walls of uninhabitable utility storage structures, raised wood decks for enclosures and the repair and/or replacement of wood incidental to the aluminum construction work. The scope of work shall also include masonry concrete work and be limited to foundations, slabs and block kneewalls incidental to the aluminum construction work. Scope of work excludes any work that alters the structural integrity of the building, including, but not limited to, roof trusses, lintels, load-bearing walls, and foundations. An aluminum structure contractor may also perform the scope of a canvas and fabric contractor and a hurricane protection contractor.~~

~~*Apartment maintenance technician* means a contractor whose services are limited to apartment complexes with at least 100 apartments; equipment to be repaired is already installed on the property; equipment is commonly installed in similar locations; the equipment is not being modified except to replace components necessary to return the equipment to its original condition and the partial disassembly associated with the replacement. The equipment is repaired with new parts that are functionally identical to the parts being replaced. The individual repair does not involve replacement parts that cost more than $1,000.00. The repair may not be so extensive as to be a functional replacement of the electric water heater or the existing electric heating, ventilating, or air-conditioning system being repaired. For purposes of this section, an individual repair may not be part of a larger project that is divided into parts to avoid this restriction.~~

~~*Asphalt/concrete maintenance sealing and coating contractor* means a contractor qualified to fill potholes, coat an existing concrete or asphalt surface by squeegee, broom or mechanical applicator; and apply striping. Such contractor is not permitted to cut out existing concrete or asphalt for replacement; scope of work excludes paving.~~

~~*Canvas and fabric contractor* means a contractor qualified to manufacture, install, repair, maintain alter or extend canvas or other approved cloth/synthetic cover materials over a rigid metal frame or to any building or structure designed to be used as protection against sun and weather. Excludes aluminum and/or awning fabrication, installation and repair.~~

~~*Carpentry contractor* means a contractor qualified to install products in a building, including, but not limited to, rough framing, structural and nonstructural trusses, conventional rafters, metal framing, sheathing, wood decks and work of the finish carpentry contractor.~~

~~*Communication and sound system contractor* means a contractor qualified to install, maintain, repair, alter or extend wiring, apparatus, circuits and equipment operating at less than 50 volts, raceways, computer wiring, conduit for private telephone, cable television systems, intercom and public address systems. This contractor may connect to an existing power circuit beyond the last over current device, but shall not install burglar and fire alarm systems.~~

~~*Concrete forming and finishing contractor* means a contractor qualified to batch and mix aggregates, cement and water to agreed specifications, to construct forms and framework for the casting and shaping of concrete and pressure injected footings; to place and erect reinforcing steel and miscellaneous embedded steel; and to place, finish and coat concrete.~~

~~*Demolition contractor* means a contractor qualified to demolish and remove structures, such as dwellings, commercial buildings and foundations.~~

~~*Dredging contractor* means a contractor qualified to dredge using mechanical or hydraulic dredging methods and equipment; also provides for sediment disposal.~~

~~*Drywall contractor (gypsum drywall)* means a contractor qualified, and whose scope shall be limited to, the installation of gypsum drywall products to wood and metal studs. The scope also includes the installation of all necessary and incidental~~

~~metal accessories, including nonloadbearing metal studs, runners, hangers, channels, drywall metal suspension accessories and prefabricated ceiling materials; and the preparation of the surface over which drywall product is to be applied. This shall include the application of base and finish coats specifically designed for the gypsum drywall products.~~

~~*Excavation contractor* means a contractor qualified to excavate, trench, dig or remove materials such as rock, gravel and sand to construct or excavate canals, lakes, levees, including the clearing of land of surface debris and vegetation, the grubbing of roots, the removal of debris; and leveling of related surfaces.~~

~~*Exterior surface coating contractor* means a contractor qualified to lath and plaster, plaster and stucco or otherwise coat surfaces with a mixture of sand or other aggregate gypsum plaster, Portland cement plaster or quick-lime and water, or any natural or synthetic materials as to create a permanent surface coating. This contractor may also apply and affix metal lath or any other product prepared or manufactured, including the placing of metal studs and runners to which lath is to be applied, to provide key or suction bases for the support of the plaster coating.~~

Fence contractor means a contractor qualified to construct, install, maintain, repair, extend or alter fencing, including, but not limited to, metal, wood, vinyl, precast concrete and prefabricated fences, ~~child safety barriers~~ and automatic gates. Excludes electrical wiring and installation.

~~*Finish carpentry contractor* means a contractor qualified to install finished wood products in a building, including, but not limited to, paneling, trim, cabinetry, interior doors, and all hardware incidental thereto.~~

~~*Garage door installation contractor* means a contractor qualified to install, maintain, repair, alter or extend residential or commercial type garage doors, including all hardware and operating devices. Excludes electrical wiring and installation.~~

~~*Glass and glazing contractor* means a contractor qualified to select, cut, assemble and install all makes and kinds of glass and glass work; and execute the glazing frames, panels, sash and door, add holding metal frames, ornamental decorations, mirrors, tub and shower enclosures.~~

~~*Gunite contractor* means a contractor qualified to mix materials and apply gunite or shotcrete.~~

~~*Hurricane protection contractor* means a contractor qualified to fabricate, install, maintain, repair or replace exterior opening protection assemblies, including, but not limited to, shutters and awnings that are designed to protect residential and commercial structures from hurricane and storm force winds and wind-borne debris. This contractor may brace existing garage doors to comply with this code, but shall not install new garage doors. Excludes electrical wiring and installation.~~

~~*Insulation contractor* means a contractor qualified to install, maintain, repair, alter or extend any insulation primarily installed to prevent loss or gain of heat from internal or external sources in pipes, vessels, ducts or built-up refrigerated boxes or rooms. This scope includes acoustical insulation and radiant barriers.~~

~~*Irrigation sprinkler contractor* means a contractor qualified to install, maintain, repair, alter or extend, all piping, sprinkler heads, control system components, pump, and chemical injectors for irrigation of lawns and plant materials. Electrical work is limited to 50 volts except for connection of pigtailed equipment or replacement of identical controls and motors.~~

~~*Land clearing contractor* means a contractor qualified to clear the land of vegetation, the grubbing of roots, the removal of surface debris and leveling of the surface lands incidental to the land clearing action.~~

~~*Lightning protection systems contractor* means a contractor qualified to install, maintain, repair or alter any lightning protection system, including all terminals, conductors, ground rods, fittings and all other system fastenings, connections and bonding necessary to complete a system designed to protect structures and open spaces. Excludes electrical wiring and installation.~~

~~*Marine contractor* means a contractor qualified with the experience and skill to construct, maintain, alter, install or repair seawalls, rip rap walls, bulkheads, revetments, docks, piers, wharfs, groins, boat lifts, davits, dune crossovers and other marine structures, including pile driving framing, concrete, masonry, dredge and fill. Excludes electrical wiring and installation.~~

~~*Masonry contractor* means a contractor qualified to select, cut and lay brick, concrete block, horizontal reinforcement incidental to the placement of the units or any other unit masonry products, lay brick and other baked clay products, rough cut and dress stone, artificial stone and precast blocks, structural glass brick or block, but shall not place, pour or finish concrete.~~

~~*Metal building contractor* means a contractor qualified to erect single story metal buildings, including site work, concrete, masonry, siding, roofing, windows and doors. Excludes the scope of electrical, plumbing, gas and HVAC.~~

~~*Painting and decorating contractor* means a contractor qualified to prepare surfaces, apply paints by any method, brush, roller or sprayer; coatings and other finishes; all types of faux finish applications, paper hanging, sandblasting, waterproofing, cleaning and painting of roofs.~~

~~*Paver brick/paver block system contractor* means a contractor qualified with the knowledge, skill and experience to prepare the base, provide for proper drainage, to select, cut and lay paver units. The contractor shall not place or finish concrete, except that which is required for the placing of the paver system. The contractor shall subcontract any additional concrete work over and above that which is required by the manufacturers' specifications for paver unit installation to a qualified contractor.~~

~~*Paving contractor* means a contractor qualified with asphalt and concrete experience and skill to construct roads, airport runways and aprons, parking lots, driveways, sidewalks, curbs and gutters, property line walls, storm drainage facilities, paver brick/paver brick systems and to perform the excavating, clearing and grading incidental thereto.~~

~~*Pile driving contractor* means a contractor qualified to drive piling, including sheet piling and construction foundations, including the excavating, forming and placing of reinforcing steel and concrete and performing other work incidental thereto.~~

~~*Pre-stressed, pre-cast concrete erection contractor* means a contractor qualified to erect structural precast concrete units such as deck, beams, girders, walls columns and stairs that are or may be used as structural members for buildings and structures, including welding and rigging in connection therewith and to erect precast concrete systems for guard rails and decorative panels above the ground floor, including such minor field fabrication as may be necessary.~~

~~*Reinforcing steel contractor* means a contractor qualified to fabricate, place and tie steel reinforcing bars (rods) of any profile, perimeter, or cross-section that are or may be used to reinforce concrete buildings and structures in such a manner that under all agreed specifications, steel reinforcing bars (rods) for concrete building and structure can be fabricated, placed and tied.~~

~~*Siding, window and door contractor* means a contractor qualified to install siding, windows and doors including vinyl, wood or aluminum siding, and all types of windows and doors. This includes the work necessary to prepare or repair the substrate to accomplish proper installation, but excludes any structural alterations.~~

~~*Sign contractor, non-electrical,* means a contractor qualified to install, paint, repair, add to or change interior or exterior nonelectrical signs according to the building code.~~

~~*Structural steel erection contractor* means a contractor qualified to erect structural steel shapes and plates, including such minor field fabrication as may be necessary of any profile, perimeter or cross-section that are or may be used as structural members for buildings and structures, including riveting, welding and rigging, only in connection therewith.~~

~~*Tile and marble contractor* means a contractor qualified to prepare the base and set tile and marble.~~

~~*Tile, terrazzo and marble contractor* means a contractor qualified to prepare the base, set, repair and refinish tile, terrazzo and marble.~~

~~*Tree removal contractor* means a contractor qualified to trim, prune, plant, and remove trees; includes climbing trees and ladders for the purpose of trimming and related work.~~

~~*Welding contractor* means a contractor qualified with experience in fabrication or sculpturing processes that join materials, usually metals or thermoplastics, by causing fusion.~~

State certification means certification of a contractor by examination from the state construction industry licensing board as provided in section F.S. §§ 489.111 and 489.511.

SECTION 2. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-88 – Exemptions of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-88. Exemptions.

This article shall not apply to exemptions as provided for in ~~F.S. §§ 489.103 and 489.503.~~ chapter 489, Florida Statutes.

SECTION 3. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-89 – Board of examiners of contractors - Members; officers generally; meetings; rules of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-89. Board of examiners of contractors—Members; officers generally; meetings; rules.

(a) *Membership.* There shall be appointed by ~~a majority vote of~~ the city commission a board of examiners of contractors, consisting of ~~nine~~ five members who have been residents of the ~~county~~ city for at least two years. ~~prior to the date of their appointment. The term of office of each member of the board shall be for four years, but the city commission may remove any member of the board without cause, notice or hearing. After having served four consecutive terms, a member shall not be eligible for reappointment to the board for a period of two years. Members appointed to fill vacancies caused by death, resignation or removal shall serve during the unexpired terms of their predecessors.~~ The board shall consist of ~~three~~ two consumer representatives, and ~~six~~ three members licensed in the state from any of the following fields: architect; engineer; swimming pool, roofing, or other specialty contractor; general, residential, or building contractor; electrical contractor; plumbing contractor; or mechanical or air-conditioning contractor. The consumer representatives may be any resident of the city who is not, and has never been, a member or practitioner of a profession regulated by the board or a member of any closely related profession. Each member of the city commission shall appoint one member to serve concurrently with the appointee's term. Any member may be removed with or without cause by the city commission, without notice or hearing.

(b) *Officers.* The board shall elect a chairperson and a vice-chairperson ~~such other officers as may be necessary from among its members.~~, who shall serve in such capacity for a term of one year and until their successor has been selected. The chairperson, or in the chairperson's absence, the acting chairperson, may administer oaths and compel the attendance of witnesses.

(c) ~~The board shall hold not less than four regular meetings each fiscal year, one in July, one in October, one in January and one in April. The meetings shall be called by the chairperson of the board and in his absence by the vice-chairperson of the board. Absence from two consecutive meetings of the board shall vacate the seat of that member, unless such absence is excused by the board.~~ *Meetings.* Meetings of the board of examiners of contractors shall be held at the call of the chairperson

and at such other times as the board may determine necessary. All meetings shall be open to the public. The board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. It shall also keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the City Clerk and shall be public record. Additional rules shall be adopted by the board for the transaction of its business which are consistent with the terms of this chapter and other applicable laws.

~~(d) The board shall have the authority to make such by-laws, and procedural rules necessary to the orderly conduct of its meetings. Any such rule must be consistent with the Charter and ordinances of the city, and both state and federal law.~~

(~~e~~d) ~~Six~~ A majority of the members of the board shall constitute a quorum and a majority vote of the board members ~~those present~~ shall be required to make any decisions.

SECTION 4. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-90 – Board of examiners of contractors - Secretary; duties; authority of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-90. Board of examiners of contractors—Secretary; duties; authority.

The building official, or his or her designee, shall serve as the secretary of the board. The secretary shall keep a record of all the proceedings of the board, together with the necessary register showing all applicants for examination and licenses, showing thereon for each the date of application, name, qualifications, place of business and place of residence and whether the application was granted or refused. Such secretary shall prepare a roster of all contractors who have been granted a certificate as required in this article, in accordance with the provisions hereof.

SECTION 5. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-131 – Certificate of competency; manner of obtaining of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-131. Certificate of Competency; manner of obtaining.

A contractor's certificate of competency shall be obtained in the following manner:

(1) Any person required or desiring to be qualified as a contractor shall ~~make application on a~~ file an application on a standard application form provided by the city. A non-refundable application fee as provided in section 103-135 of this article shall be paid upon submittal of the application. The application shall be retained by the city together with all supporting papers.

(2) Should the applicant be a business organization, the application shall be executed by the president or one legally qualified to act for the business organization, who shall show his authority to so act on the application, and shall name an authorized agent on behalf of the business organization showing his authority.

a. To act for the business organization in all matters in any manner connected with the contracting business.

b. To take the qualifying examination for the business organization, unless holding a current certificate of competency of the class and type necessary.

The business organization shall be qualified only through the qualifications of such agent taking the examination, or through an agent currently qualified and if the agent (qualifier) shall sever his affiliation with such business organization, the certificate of competency held by such business organization shall be automatically cancelled. The agent (qualifier) shall be restricted to the work of a business organization he is currently qualifying.

(3) No application shall be considered by the board unless the applicant provides all information required by 5:00 p.m. on the Tuesday prior to the scheduled board meeting, which shall include:

a. A statement of applicant's proposed contracting business.

b. The type of certificate being applied for.

c. The name, residence and business address of applicant.

d. If applicant is a business organization, the name and business address of the business organization, the name and residence of all directors and officers and their interest therein and the name and address of the applicant's qualified representative and information contained above. If applicant is a business organization, the certificate of incorporation.

e. A sworn financial statement of the applicant, a credit report submitted directly from the credit reporting agency and an agreement authorizing the secretary of the board to obtain from any source dealing with the applicant, even though confidential, such additional information concerning the applicant's financial condition as the secretary deems necessary. The financial statement and credit report shall not be older than six (6) months at the time of submittal.

f. A sworn list of businesses owned and operated or managed by applicant or in which the applicant has had an interest of any kind, or been employed by, during the past five (5) years and the addresses of these businesses.

g. Three (3) letters of recommendation from reputable persons in a business or profession, not related by blood or marriage to the applicant, vouching for the applicant's reputation as to honesty, integrity and good character.

h. A sworn statement under oath that the applicant has not been convicted of a misdemeanor involving moral turpitude or felony during the past five (5) years and that he is not presently charged with committing a felony or misdemeanor involving moral turpitude; if this is not the case, applicant shall specify the details of the conviction or charge.

i. That the applicant has a practical and working knowledge of the statutes of the state and ordinances of the city applicable to the business in which he seeks to engage, including but not limited to the zoning and building codes of the city.

j. That the applicant has a practical and working knowledge of the business of contracting or subcontracting in which he seeks to engage.

k. An original and complete certificate of insurance issued by an insurance company authorized to do business in the State of Florida, as required in section 5-47.

l. Copy of a current business tax receipt<u>, or certificate of use</u> issued by a county or municipality<u>, or; proof that the county and/or municipality in which the applicant’s proposed contracting business is located does not require a business tax receipt or certificate of use</u>.

m. Proof of having obtained a score of seventy (70) per cent or higher on the required contractor competency examinations or the required general specialty examinations. A letter of reciprocity in accordance with section 5-48 shall be accepted.

SECTION 6. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-135 – Fees of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-135. Fees.

(a) Contractors shall pay the following fees for a certificate of competency. All such fees shall be in the amount established by resolution.

(1) Application for a certificate of competency: non-refundable fee.

(2) Initial issuance of a certificate of competency for contractors, other than those with current certification issued by the state construction industry licensing board or state electrical contractors' licensing board, charged in addition to the fee of a temporary certificate of competency, if applicable.

(3) A certificate may be renewed upon payment of an annual renewal fee on or before September 30 (hereinafter referred to as the "renewal due date"). All certificates not renewed on or before the renewal due date shall be considered delinquent and subject to a delinquency penalty as follows: 25 percent of the annual renewal fee if paid within three months of the renewal due date; 50 percent of the annual renewal fee if paid within four to six months of the renewal due date; 75 percent of the annual renewal fee if paid within seven to nine months of the renewal due date; and double the annual renewal fee if paid within ten to 12 months of the renewal due date.

~~(4) Replacement competency card.~~

(b) Contractors having a current valid certificate of competency shall pay the following fees in the amount established by resolution for a change to the status of the certificate:

(1) Placement of certificate of competency into inactive status.

(2) Return inactive status of a certificate of competency to active status.

(3) Change from business entity to another business entity.

(4) Amend filed business organization name to another.

(5) Change from an individual to a qualifying business.

(6) Change from a qualifying business to an individual.

(7) Business name change.

(8) Qualify an additional business entity.

(c) Miscellaneous fees:

(1) Service user fee.

~~(2) Letters of reciprocity.~~

(~~3~~2) Temporary certificate of competency pursuant to section 103-138(b).

(3) Appeal of a decision by the board.

~~(4) Emergency certificate of competency pursuant to section 103-144.~~

~~(5) Sponsorship fee per exam.~~

(d) All fees are non-refundable.

SECTION 7. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-136 – State Certified Contractors of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-136. State Certified Contractors.

(a) A state certified contractor or state certified specialty contractor who possesses a certificate of competency issued by the state department of professional regulation may contract in any jurisdiction in the state without being required to fulfill the competency requirements of that jurisdiction.

(b) A state certified contractor or state certified specialty contractor shall present to the building official at the time of each application for a building permit or related permit evidence of current state certification; ~~proof of a current business tax receipt for a primary place of business,~~ copy of a current business tax receipt or certificate of use issued by a county or municipality; or proof that the county and/or municipality in which the contracting business is located does not require a business tax receipt or certificate of use; and an original certificate of insurance as required in section 103-137.

(c) Voluntary application for a competency card may be made by a state certified contractor or state certified specialty contractor who desires the city to maintain ~~his~~ records on file. ~~He~~ The contractor shall complete the appropriate application form, attach a copy of ~~his~~ current state certification; ~~a copy of his current business tax receipt for a primary place of business,~~ copy of a current business tax receipt, or certificate of

use issued by a county or municipality; or proof that the county and/or municipality in which the contracting business is located does not require a business tax receipt or certificate of use; and provide an original certificate of insurance required in section 103-137; and pay a service user fee as provided in section 103-135, to have such documents stored and kept on file to avoid the requirement of presenting such documents for every permit sought as provided in section 103-135.

SECTION 8. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-140 – Types of discipline of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-140. Types of discipline.

(~~1~~a) *Reprimand.* The board may order a reprimand for minor misconduct by a respondent. A reprimand shall state findings of the board that the conduct of the respondent, falls below the acceptable standards of conduct in the business of contracting but does not justify suspension or revocation of the competency card. A memorandum of such reprimand shall thereafter be made a part of the record of the proceedings and a part of the respondent's record maintained by the city.

(~~2~~b) *Suspension.* The board may suspend the certificate of competency of the respondent for a definite period of time. During such suspension, the respondent shall not requalify to obtain a certificate of competency within the city. Upon the expiration of the suspension period and the satisfaction of all conditions accompanying the suspension, the respondent shall become eligible to apply for reinstatement of ~~his~~ the certificate of competency. If any disciplinary actions have resulted in a suspension of 180 days, or longer, the application shall be subject to the same requirements as though the applicant were applying for an original certificate of competency, including the payment of fees.

(~~3~~c) *Revocation.* The board may revoke the respondent's certificate of competency. No application for reinstatement or the issuance of a new certificate of competency may be accepted or considered by the board within five years after the date of revocation.

(4d) *Other certificates.* If the board suspends any certificate of competency held by any contractor it may, simultaneously, suspend or revoke any other certificate of competency issued by the city to that contractor.

(~~5~~e) *Work in progress.* The board may permit any disciplined contractor to complete projects for which a building permit has been issued, even though the competency card upon which said permit was issued has been suspended or revoked.

SECTION 9. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-141 – Disciplinary procedures of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-141. Disciplinary procedures.

(a) Any person, including, but not limited to, the building official of the city, may ~~p~~refer charges against the holder of a contractor's certificate of competency issued pursuant to the provisions of this subchapter. ~~or a contractor certified by the state.~~ Such charges shall be made in writing and sworn to by the complainant or complaining witness and submitted to the building official. The building official shall mail a copy of such charges to the respondent within 15 days from the receipt thereof.

(b) The complaint shall be referred to the board for a hearing on the complaint. ~~p~~Proceedings of the board may be informal in nature and the board shall not be bound by the rules of evidence. The board shall be entitled to rely on such evidence as is regularly relied upon in the ordinary course of the conduct of business.

(c) The proceedings shall not be delayed, deferred or suspended without the approval of the board even though the respondent is made a party of civil litigation, or is a defendant or is acquitted in a criminal action, notwithstanding that either of such proceedings involves the subject matter of the investigation.

(d) At the hearing the respondent and complainant shall be allowed to testify and to produce evidence and other witnesses in his behalf. The respondent and complainant may be accompanied by counsel. The respondent and complainant shall be given an opportunity to make a statement personally or by counsel, verbally or in writing, sworn or unsworn, explaining, refuting or admitting the alleged charges. The respondent and complainant shall be granted the right to be present at any hearing when evidence is to be presented to the board of examiners of contractors and to call witnesses or present evidence and to cross-examine, subject to reasonable limitation.

(e) If the respondent admits to the alleged charges the board may immediately make a finding of violation without further testimony. If the respondent fails to appear, the board may make its determination based upon the sworn complaint.

(f) Upon conclusion of the formal hearing, the board shall make a determination. If the respondent is found to be guilty of misconduct by the board, the board shall thereupon enter its findings, an order of guilt and determine the proper disciplinary action to be imposed upon the respondent.

(g) If a complaint is brought against a respondent whose competency card is in a state of expiration, or expires prior to the hearing, the proceedings on the complaint shall be stayed; provided, however, that the competency card may not be renewed, re-issued or activated until the board has disposed of the complaint.

(h) Quorum/vote. No fewer than ~~six~~ three members shall constitute a quorum. All findings of guilt and recommendations of discipline shall be by affirmative vote of a majority of the ~~committee~~ board.~~, which majority must number at least four members.~~

(i) *Appeal.* Any decision of the board imposing disciplinary action on a respondent may be appealed by the respondent to the city commission within 15 days of the date of the board's decision; provided, however, a written notice of such appeal shall be filed with the city clerk within such a period of time. The city clerk shall notify all interested parties of the date fixed for hearing the appeal, which date shall be not less than 30 days after the date of the filing of the notice of appeal. The hearing on appeal shall be, to the extent possible, upon the record and shall not be a hearing de novo. The city commission shall review the transcript of the hearing before the contractors examining board together with any tangible evidence considered by the board that determined its decision. The city commission may also entertain any additional testimony or evidence offered by the respondent or other interested party that was not brought out at the board hearing.

(j) *Stay on appeal.* ~~Any decision of the board imposing disciplinary action upon a respondent, other than revocation, which has been appealed by the respondent shall be automatically stayed upon receipt of the written notice of appeal by the city clerk.~~ An appeal does not automatically stay enforcement of the appealed order.

SECTION 10. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-142 – Ground for discipline of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-142. Grounds for ~~revocation or suspension~~ discipline.

The board shall have the power, in addition to all other powers provided for in this division, to issue a reprimand, or suspend or revoke ~~or suspend~~ the certificate of any

contractor approved hereunder, who shall be found to have violated any one or more of the following acts or omissions:

(~~1~~a) Obtaining a certificate by fraud or misrepresentation;

(~~2~~b) Committing fraud or deceit in the practice of contracting;

(~~3~~c) Committing incompetency or misconduct in the practice of contracting;

(4d) Committing gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property;

(~~5~~e) Abandoning a construction project in which the contractor is engaged or under contract as a contractor. A project may be presumed abandoned after 90 days if the contractor terminates the project without just cause or without proper notification to the owner~~, including the days;~~.

(~~6~~f) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer. Financial mismanagement or misconduct occurs when:

~~a~~1. Valid liens have been recorded against the property of a contractor's customer for supplies or services ordered by the contractor for the customer's job; the contractor has received funds from the customer to pay for the supplies or services; and the contractor has not had the liens removed from the property, by payment or by bond, within 75 days after the date of such liens;

~~b~~2. The contractor has abandoned a customer's job and the percentage of completion is less than the percentage of the total contract price paid to the contractor as of the time of abandonment, unless the contractor is entitled to retain such funds under the terms of the contract or refunds the excess funds within 30 days after the date the job is abandoned; or

~~c~~3. The contractor's job has been completed, and it is shown that the customer has had to pay more for the contracted job than the original contract price, as adjusted for subsequent change orders, unless such increase in cost was the result of circumstances caused by the customer, or was otherwise permitted by the terms of the contract between the contractor and the customer.

(~~7~~g) Substantial departure from, or disregard, of, plans or specifications without consent the owner or ~~his~~ duly authorized representative;

(~~8~~h) Knowingly or deliberately disregarding or violating any applicable building codes or laws of the state, county or the city;

(~~9~~i) Willfully and deliberately engaging in a type or class of contracting for which the contractor is not licensed or registered;

(~~10~~j) Being disciplined by the state or any other municipality or county;

(~~11~~k) Failing to actively supervise construction projects for which the contractor has applied for and obtained a building permit; or for projects for which the contractor is, by contract, responsible;

(~~12~~l) Contracting with persons or business organizations not having a certificate of competency issued by the city for work or services to be performed within the city when said persons or business organizations are required by this chapter to possess such a certificate of competency in order to perform the contracted work or services;

(~~13~~m) Proceeding on any job without obtaining the applicable building department permits and inspections;

(~~14~~n) Being convicted or found guilty, by judge or jury in court of competent jurisdiction, regardless of adjudication, of a crime in any jurisdiction which directly relates to the practice of contracting or the ability to practice contracting; ~~and~~

(~~15~~o) Knowingly combining or conspiring with an uncertified or unregistered person by allowing his certificate or registration to be used by the uncertified or unregistered person with intent to evade the provisions of this Code. When a certificate holder or registrant allows his certificate or registration to be used by one or more business organizations without having any active participation in the operations, management, or control of such business organizations, such act constitutes prima facie evidence of an intent to evade the provisions of this Code.

SECTION 11. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-143 – Prohibitions; penalties and enforcement of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-143. Prohibitions; penalties and enforcement.

(a) It shall be unlawful for any person to:

(~~1~~) 1. Falsely hold himself or a business organization out as a certificate holder, registrant or holder of a certificate of competency issued by the board;

(~~2~~) 2. Falsely impersonate a certificate holder or registrant or the holder of a certificate of competency issued by the board;

(~~3~~) 3. Present as his own the certificate, registration, or certificate of competency of another;

(~~4~~) 4. Knowingly give false or forged evidence to the board or member thereof for the purpose of obtaining a certificate of competency;

(~~5~~) 5. Use or attempt to use a certificate, registration or certificate of competency which has been suspended or revoked;

(~~6~~) 6. Engage in the business of, ~~or~~ act in the capacity of, or advertise themselves or a business organization as available to engage in the business of a certified contractor, certified specialty contractor, aluminum siding contractor or fence contractor ~~advertise himself or a business organization as available to engage in the business or act in the capacity of a contractor~~ without being duly registered, certified or the holder of a certificate of competency;

(~~7~~) 7. Operate a business organization engaged in contracting after 60 days following the termination of its only qualifying agent without designating another primary qualifying agent;

(~~8~~) 8. Commence or perform work for which a building permit is required pursuant to this chapter without such building permits being in effect;

(~~9~~) 9. Willfully or deliberately disregard or violate any city or county ordinance relating to uncertified or unregistered contractor;

(~~10~~) 10. Act in the capacity of a contractor different from the scope of work for which the contractor is registered, certified, state certified or the holder of a certificate of competency to perform;

(~~11~~) 11. Fail to secure required inspections;

~~(12)~~ 12. Willfully and deliberately obtain or attempt to obtain a permit for an entity unregistered or unlicensed.

(b) The building official~~, the deputy building official, building inspectors, and licensing investigators of the city~~ or his or her designee, ~~are~~ is hereby designated, authorized and charged with enforcement responsibilities to enforce the provisions of F.S. §§ 489.127(1), 489.132(1), and 489.531(1) and this article, against persons who engage in activities for which a city certificate of competency is required.

~~(1)~~ 1. The enforcement authorities designated herein may issue a citation, as provided herein, for any violation of F.S. §§ 489.127(1), 489.132(1), and 489.531(1) and this article whenever, based upon personal investigation, the enforcement officer has reasonable and probable grounds to believe that such a violation has occurred.

~~(2)~~ 2. The citation issued by an enforcement officer pursuant to this section shall be in the form prescribed by the city commission, which form shall state:

a. The time and date of issuance.

b. The name and address of the person to whom the citation is issued.

c. The time and date of the violation.

d. A brief description of the violation and the facts constituting reasonable cause.

e. The name of the enforcement officer.

f. The procedure for the person to follow in order to pay a civil penalty or to contest the citation.

g. The applicable civil penalty if the person elects not to contest the citation.

(c) 1. The maximum civil penalty which may be levied pursuant to any citation shall not exceed $2,500.00. The monies collected pursuant to this section shall be retained by the city and shall be set aside in a specific fund to support future enforcement activities against unlicensed contractors.

2. The civil penalty to be assessed when issuing a citation shall be in the amount established by resolution.

(d) ~~(1)~~ 1. The act for which a citation is issued shall be ceased upon the receipt of the citation.

~~(2)~~ 2. The person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within ten days of receipt of the citation, exclusive of weekends and legal holidays, request in writing an administrative hearing before the special magistrate to appeal the issuance of the citation by the enforcement officer and specify in such written request the grounds for such appeal.

~~(3)~~ 3. Failure of the violator to appeal the decision of the enforcement officer within the time period set forth herein shall constitute a waiver of the violator's right of an administrative hearing. A waiver of the right to an administrative hearing shall be deemed an admission of the violation and penalties may be imposed accordingly.

~~(4)~~ 4. If the person issued the citation or his designated representative shows that the citation is invalid or that the violation has been corrected prior to appearing before the special magistrate, the special magistrate may dismiss the citation unless the violation is irreparable or irreversible.

~~(5)~~ 5. Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this section.

~~(6)~~ 6. If the special magistrate finds that a violation exists the special magistrate may order the violator to pay a civil penalty of not less than the amount set forth on the citation, but not more than $2,500.00 per day for each violation. In determining the amount of the penalty the special magistrate shall consider the following factors:

a. The gravity of the violation.

b. Any action taken by the violator to correct the violation.

c. Any previous violations created by the violator.

~~(7)~~ 7. Upon written notification by the enforcement officer that a violator has not contested the citation or paid the civil penalty within the time frame allowed on the citation the special magistrate shall enter an order ordering the violator to pay the civil penalty set forth on the citation and a hearing shall not be necessary for the issuance of such order.

~~(8)~~ 8. A certified copy of an order imposing a civil penalty against an unlicensed contractor may be recorded in the public records and thereafter shall constitute a lien against any real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state including a levy against personal property; however, such order shall not be deemed to be a court judgment except for enforcement purposes. After three months from the filing of any such lien which remains unpaid, the special magistrate may authorize the foreclosure on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under section 4, article X of the state constitution.

~~(9)~~ 9. An aggrieved party, including the city, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the order appealed.

~~(10)~~ 10. All notices required by this section shall be provided to the alleged violator by certified mail, return receipt requested; by hand-delivery by the sheriff or other law enforcement officer or enforcement officer; by leaving the notice at the violator's usual place of residence with some person of his family above 15 years of age and informing such person of the contents of the notice; or by including a hearing date within the citation. Notice of the special magistrate hearing shall be provided by U.S. and certified mail.

~~(11) Any person who willfully refuses to sign and accept a citation issued by an enforcement officer commits a misdemeanor of the second degree punishable as provided by F.S. § 775.082 or 775.083.~~

(e) Nothing contained herein shall prohibit the city from enforcing its codes or ordinances by any other means.

~~(f) The schedule of penalties to be assessed by the enforcement officer when issuing a citation shall be as follows:~~

~~***Penalties for Contractor Violations***~~

~~Number of Violations~~	~~Licensed Contractor Penalty~~	~~Unlicensed Contractor Penalty~~
~~First offense~~	~~$500.00~~	~~$500.00~~
~~Second offense~~	~~$1,000.00~~	~~$1,250.00~~
~~Third and subsequent offenses~~	~~$1,500.00~~	~~$2,500.00~~

SECTION 12. Chapter 103 – Buildings and Building Regulations, Article III – Contractors, Section 103-144 – Emergency licensing procedures of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-144. ~~Emergency licensing procedures.~~ Reserved.

~~(a) The purpose of this section is to define procedures for the licensing of contractors entering the city to perform construction as defined in F.S. ch. 489, during and immediately following a declared state of emergency as a result of severe damage to the structures in the community resulting from a hurricane or catastrophic storm.~~

~~(b) Upon the declaration of a state of emergency by the governor of the state or the mayor, the building official shall conduct a damage assessment to determine the need for the initiation for emergency licensing procedures which would allow contractors to temporarily work within the city to rebuild, repair or assist in the rebuilding and repairing of the damage caused by the event.~~

~~(c) If deemed necessary due to the extent of damage caused by the event, the building official may temporarily suspend existing requirements for obtaining a local contractor's license and institute the following procedures:~~

~~(1) The building official shall honor, upon display, all current state certified contractor competency cards.~~

~~(2) The building official shall be authorized to cause to be issued emergency city competency cards to all existing county- and city-licensed contractors.~~

~~(3) The building official, or his designee, shall be authorized to issue emergency city competency cards to contractors or subcontractors from other jurisdictions, inside the state, whose licensing requirements are substantially comparable to the licensing requirements of the city. The burden of proving the similarity of the licensing requirements shall be on the contractor applying for a temporary competency card.~~

~~(4) Emergency competency cards issued by the d building official pursuant to this procedure shall be valid for a period of 120 days unless earlier revoked by the building official.~~

~~(5) During the period of 120 days during which an emergency competency card is valid, the contractor or subcontractor shall provide the building official with the necessary background checks and licensing information for presentation to the contractor's licensing board.~~

~~(6) The issuance of any emergency competency card and any subsequent regular competency card shall be contingent upon the payment of the appropriate application fees in effect at the date of application.~~

~~(7) The building official is authorized, at his discretion, to extend an emergency competency card for one additional 120-day period.~~

~~(d) The building official may refuse to issue an emergency competency card or may revoke an emergency competency card for any of the following actions on the part of a contractor:~~

~~(1) Working without benefit of a competency card.~~

~~(2) Contracting without building permits.~~

~~(3) Failing to call for proper inspections in a timely manner.~~

~~(4) Violation of any city codes.~~

SECTION 13. 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 14. If any provision of this Ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct and independent provisions to the fullest extent possible.

SECTION 15. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-018 was duly advertised by title only in the St. Lucie News Tribune on XXX; 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 Monday, June 16, 2025; and was duly introduced, read by title only, and passed on second and final reading on Monday, July 7, 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 7th day of July, 2025.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
JUN 17 2025
City Clerk's Office

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

06/06/2025

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 06/06/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$225.28	
Tax Amount:	$0.00	
Payment Cost:	$225.28	
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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, June 16, 2025, and Monday, July 7, 2025, at 5:05 p.m., on the first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 25-018 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – CONTRACTORS, BY AMENDING SECTION 103-86 BY MODIFYING AND DELETING CERTAIN DEFINITIONS; AMENDING SECTION 103-88 BY CORRECTING REFERENCE TO STATE STATUTE CHAPTER 489; AMENDING SECTION 103-89 BY REDUCING THE NUMBER OF BOARD OF EXAMINERS OF CONTRACTORS MEMBERS, PROVIDING FOR APPOINTMENT, PROVIDING FOR OFFICERS, DELETING THE REQUIREMENT OF REQUIRED MEETINGS, AND RESTATING THE BOARD'S POWER TO ADOPT BY-LAWS AND RULES; AMENDING SECTION 103-131 BY PROVIDING FOR APPLICATION REQUIREMENTS; AMENDING SECTION 103-135 TO DELETE CERTAIN FEES AND TO PROVIDE FOR AN APPEAL FEE; AMENDING SECTION 103-136 TO REFERENCE STATE CERTIFIED SPECIALTY CONTRACTORS, AND PROVIDE FOR ALTERNATIVES AND EXEMPTIONS FOR PROVIDING PROOF OF BUSINESS TAX RECEIPT; AMENDING SECTION 103-141 BY PRECLUDING DISCIPLINE OF STATE CERTIFIED CONTRACTORS AND ELIMINATING AUTOMATIC STAYS ON APPEAL; AMENDING SECTION 103-142 BY SPECIFYING ACTS IN WHICH A REGISTERED OR LOCAL CONTRACTOR MAY BE REPRIMANDED, OR THEIR COMPETENCY CARD MAY BE SUSPENDED OR REVOKED; AMENDING SECTION 103-143 BY MODIFYING PROHIBITIONS OF UNLICENSED CONTRACTORS, PROVIDING FOR ISSUANCE OF CITATIONS BY THE BUILDING OFFICIAL OR THEIR DESIGNEE, AND PROVIDING FOR CIVIL PENALTIES TO BE ASSESSED IN AN AMOUNT ADOPTED BY RESOLUTION; AMENDING SECTION 103-144 BY DELETING ALL EMERGENCY LICENSING PROCEDURES PREEMPTING PROCEDURES TO THE STATE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 25-019 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 103, ARTICLE II "BUILDING CODE", DIVISION 2 OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES", SECTION 103-53 PROVIDING FOR PERMIT FEES AND PLAN REVIEW FEES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

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
June 6 2025
LSAR0304993

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 07/07/2025

Re: Proposed Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances Entitled "Building Fees."

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances Entitled "Building Fees." SECOND READING

SUMMARY:

Proposed Ordinance will provide clarification of requirements and fees for building permit and plan review fees. There are no new fees or increases to fees being proposed.

RECOMMENDATION:

Staff recommends approval of proposed Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances entitled "Building Fees."

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Asst. Director of Building

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: N/A
Amount: N/A
OTHER INFORMATION:
None at this time.

Attachments

Clean Copy 25-019 Permit Fees
Memo Permit Fees 25-019
Proof of Publication

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	06/09/2025 02:37 PM
City Manager	Richard Chess	06/10/2025 02:44 PM

Form Started By: Coleen Hanson Started On: 05/27/2025 12:22 PM

Final Approval Date: 06/17/2025

ORDINANCE NO. 25-019

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 103, ARTICLE II "BUILDING CODE", DIVISION 2 OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES", SECTION 103-53** PROVIDING FOR PERMIT FEES AND PLAN REVIEW FEES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida State Statute § 553.80(7) provides in part, that a schedule of reasonable fees shall be provided to be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code; and

WHEREAS, the Code of Ordinances also provides for fees to be assessed to carry out other departmental responsibilities outside of the purview of the Florida Building Code; and

WHEREAS, said schedule of fees shall be amended from time to time to provide adequate funding for all services provided.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 103, Article II, Division 2 of the Code of Ordinances, is hereby amended as follows:

Sec. 103-53. – Permit and plan review fee schedule.

Fees for the following shall be as established by resolution.

(1) Permit Fees.

a. Additions, new buildings, manufactured buildings, mobile homes, sitework.

1. Commercial.

2. ~~Residential.~~ Commercial sitework.

3. Residential.

4. Residential sitework.

b. After the fact permit (work already started or completed).

c. All other construction except flat rate permits as noted below.

d. Demolitions.

1. Residential structures.

2. Miscellaneous residential demolition- including but not limited to interior demolition, fences, outbuildings, pools, other attached structures.

3. Commercial structures.

4. Miscellaneous commercial demolition- including but not limited to interior demolition, fences, outbuildings under 500 square feet, pools, signs, other attached structures.

e. Flood Development permit.

f. Moving of structures.

g. Residential flat fee permits:

1. Electric (not including photovoltaic).

2. Fence.

3. Mechanical (a/c change out only).

4. Plumbing (water heater replacement or re-pipe only).

h. Temporary construction trailer, sales trailer, office trailer.

i. Temporary power pole or temporary underground service agreement.

j. Temporary tent.

k. Temporary miscellaneous permit with an inspection.

(2) Plan Review Fees.

a. First plan review.

1. New residential construction or addition.

2. All other permit types.

b. Flood review fee for structures over 50 percent substantial improvement, substantial damage, new construction, or additions within the SFHA.

c. Revised and/or resubmitted plan review.

1. 1st revision.

2. 2nd revision.

3. 3rd or subsequent revision.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-019 was duly advertised by title only in the St. Lucie News Tribune on ____; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, June 16, 2025; and was duly introduced, read by title only, and passed on second and final reading on Monday, July 7, 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.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Shaun Coss, Assistant Director of Building, Building, Building Admin

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Ord. 25-XXX, Chapter 103, Permit Fees

CAO RLS FILE: 25-134

DATE: May 19, 2025

I have reviewed the above request for legal services related to the Ordinance concerning an amendment to building permit fees. A redlined and clean copy of the Ordinance has been uploaded, and 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.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
JUN 17 2025
City Clerk's Office

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

06/06/2025

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 06/06/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$225.28	
Tax Amount:	$0.00	
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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, June 16, 2025, and Monday, July 7, 2025, at 5:05 p.m., on the first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 25-018 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – CONTRACTORS, BY AMENDING SECTION 103-86 BY MODIFYING AND DELETING CERTAIN DEFINITIONS; AMENDING SECTION 103-88 BY CORRECTING REFERENCE TO STATE STATUTE CHAPTER 489; AMENDING SECTION 103-89 BY REDUCING THE NUMBER OF BOARD OF EXAMINERS OF CONTRACTORS MEMBERS, PROVIDING FOR APPOINTMENT, PROVIDING FOR OFFICERS, DELETING THE REQUIREMENT OF REQUIRED MEETINGS, AND RESTATING THE BOARD'S POWER TO ADOPT BY-LAWS AND RULES; AMENDING SECTION 103-131 BY PROVIDING FOR APPLICATION REQUIREMENTS; AMENDING SECTION 103-135 TO DELETE CERTAIN FEES AND TO PROVIDE FOR AN APPEAL FEE; AMENDING SECTION 103-136 TO REFERENCE STATE CERTIFIED SPECIALTY CONTRACTORS, AND PROVIDE FOR ALTERNATIVES AND EXEMPTIONS FOR PROVIDING PROOF OF BUSINESS TAX RECEIPT; AMENDING SECTION 103-141 BY PRECLUDING DISCIPLINE OF STATE CERTIFIED CONTRACTORS AND ELIMINATING AUTOMATIC STAYS ON APPEAL; AMENDING SECTION 103-142 BY SPECIFYING ACTS IN WHICH A REGISTERED OR LOCAL CONTRACTOR MAY BE REPRIMANDED, OR THEIR COMPETENCY CARD MAY BE SUSPENDED OR REVOKED; AMENDING SECTION 103-143 BY MODIFYING PROHIBITIONS OF UNLICENSED CONTRACTORS, PROVIDING FOR ISSUANCE OF CITATIONS BY THE BUILDING OFFICIAL OR THEIR DESIGNEE, AND PROVIDING FOR CIVIL PENALTIES TO BE ASSESSED IN AN AMOUNT ADOPTED BY RESOLUTION; AMENDING SECTION 103-144 BY DELETING ALL EMERGENCY LICENSING PROCEDURES PREEMPTING PROCEDURES TO THE STATE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 25-019 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 103, ARTICLE II "BUILDING CODE", DIVISION 2 OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES", SECTION 103-53 PROVIDING FOR PERMIT FEES AND PLAN REVIEW FEES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

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
June 6 2025
LSAR0304993

City Commission Regular Meeting - 5:05 PM **12. C.**

Meeting Date: 07/07/2025

Re: Site Plan: Conditional Use with New Construction - Okeechobee Rd. Flex Space
Parcel IDs: 2419-122-0001-040-6 & 2419-122-0001-050-9

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Quasi-Judicial Hearing - an application for Conditional Use with New Construction Site Plan submitted by property owner, St. Lucie Kings, LLC and Representative HJA Design Studio, to construct a flex space for wholesale trade and warehouse freight on 3.57 acres at 4600 & 4650 Okeechobee Rd., Fort Pierce, FL. The properties are zoned General Commercial (C-3). Parcel IDs: 2419-122-0001-050-9 and 2419-122-0001-040-6.

SUMMARY:

A conditional use with new construction application has been submitted by applicant HJA Design Studio, on behalf of property owner, St. Lucie Kings, LLC to develop flex space for wholesale trade and warehouse freight on 3.57 acres of land.

The property is in the C-3, General Commercial zoning district and has a future land use designation of GC, General Commercial.

RECOMMENDATION:

Staff's recommendation is **Approval** of the conditional use with new construction application with the following nine (9) conditions:

1. A Unity of Title with the St. Lucie County Clerk of Courts and Parcel Combinations with the St. Lucie County Property Appraiser is required prior to submitting for building permits.
2. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for each proposed building shall be submitted to the Planning Dept. prior any land clearing or development permits
3. A notarized Landscape Maintenance Agreement is required prior to the issuance of the Certificate of Occupancy
4. An updated Environmental Report will be required prior to any earth moving activities
5. Prior to Development Permit Compliance Review approval, provision of St. Lucie County Fire District documentation that existing fire connection is not needed
6. The applicant shall donate property to the Department (FDOT) if right-of-way dedication is required to implement the improvements
7. Drainage mitigation is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). The drainage mitigation shall meet all FDOT Drainage Manual criteria and will be reviewed/approved as part of an acces permit.
8. The applicant to investigate/install a minimum 6ft. height private buffer on north end of property
9. The applicant should provide a different color palette for the buildings

ALTERNATIVES:

1. Recommend approval with additional/modified conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff's Presentation
Staff Report
Applicant File
Staff Supporting Documents
Public Notice
Property Owner Notice
Site Plan for Signature
Applicant's Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/01/2025 12:57 PM

Form Started By: Alicia Rosenthal
Started On: 06/13/2025 09:03 AM
Final Approval Date: 07/01/2025

CITY OF FORT PIERCE

CITY COMMISSION

July 7th, 2025

Okeechobee Rd. Flex Space

Conditional Use: w/ New Construction

Parcel IDs: 2419-122-0001-040-6 & 2419-122-0001-050-9

APPLICANT

HJA Design Studio

PROPERTY OWNER(S)

St. Lucie Kings, LLC

PARCEL ID #(S):

2419-122-0001-040-6
(4650 Okeechobee Rd.)

2419-122-0001-050-9
(4600 Okeechobee Rd.)

SUMMARY

A ‘conditional use: with new construction’ application has been submitted for design review. Okeechobee Rd. Flex Space proposes to develop flex space for wholesale trade and warehouse freight on 3.57 acres of land.

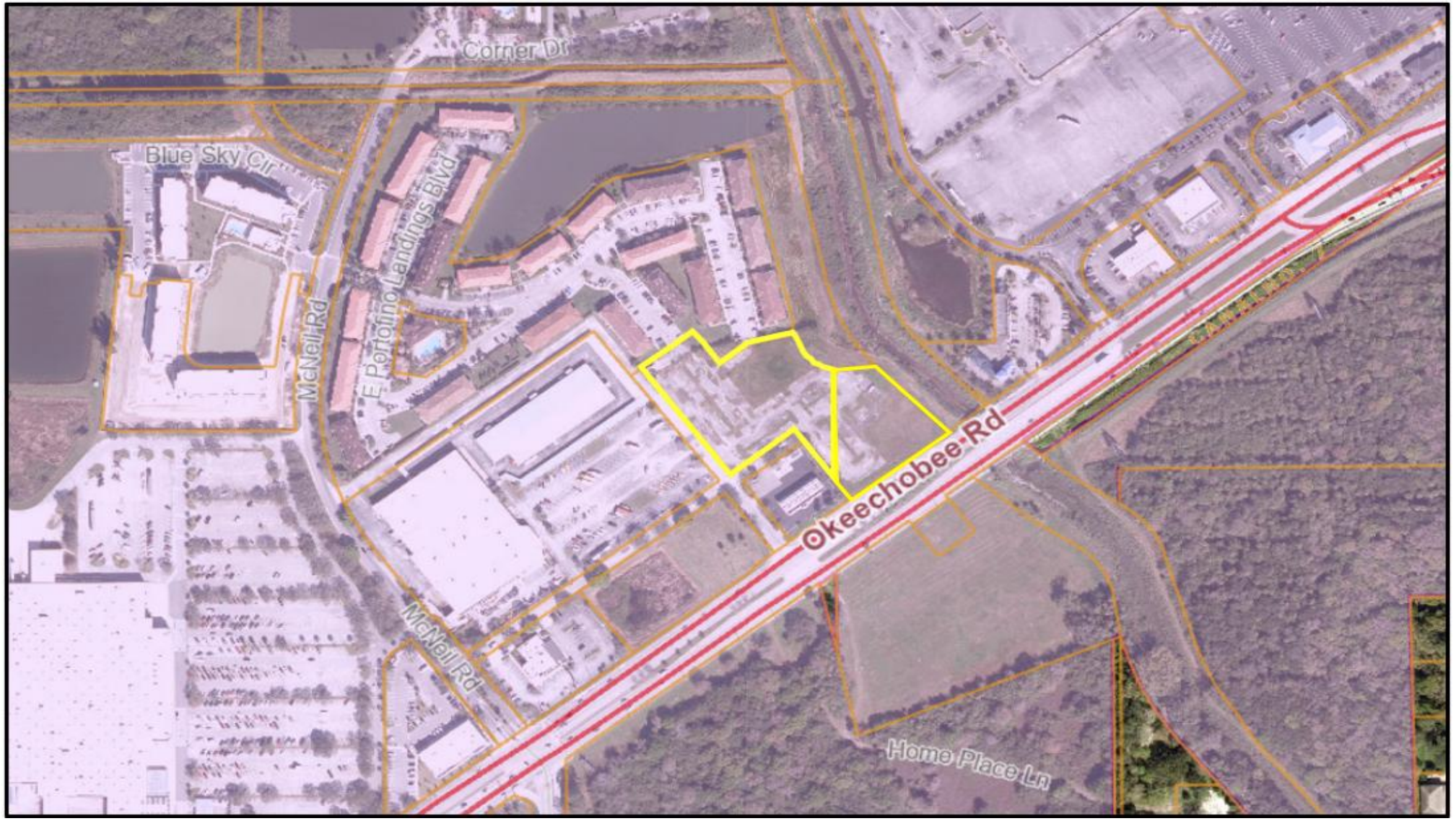
The property is in the C-3, General Commercial zoning district and has a future land use designation of GC, General Commercial.

CONDITIONAL USE

Article V: Section 125-325

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

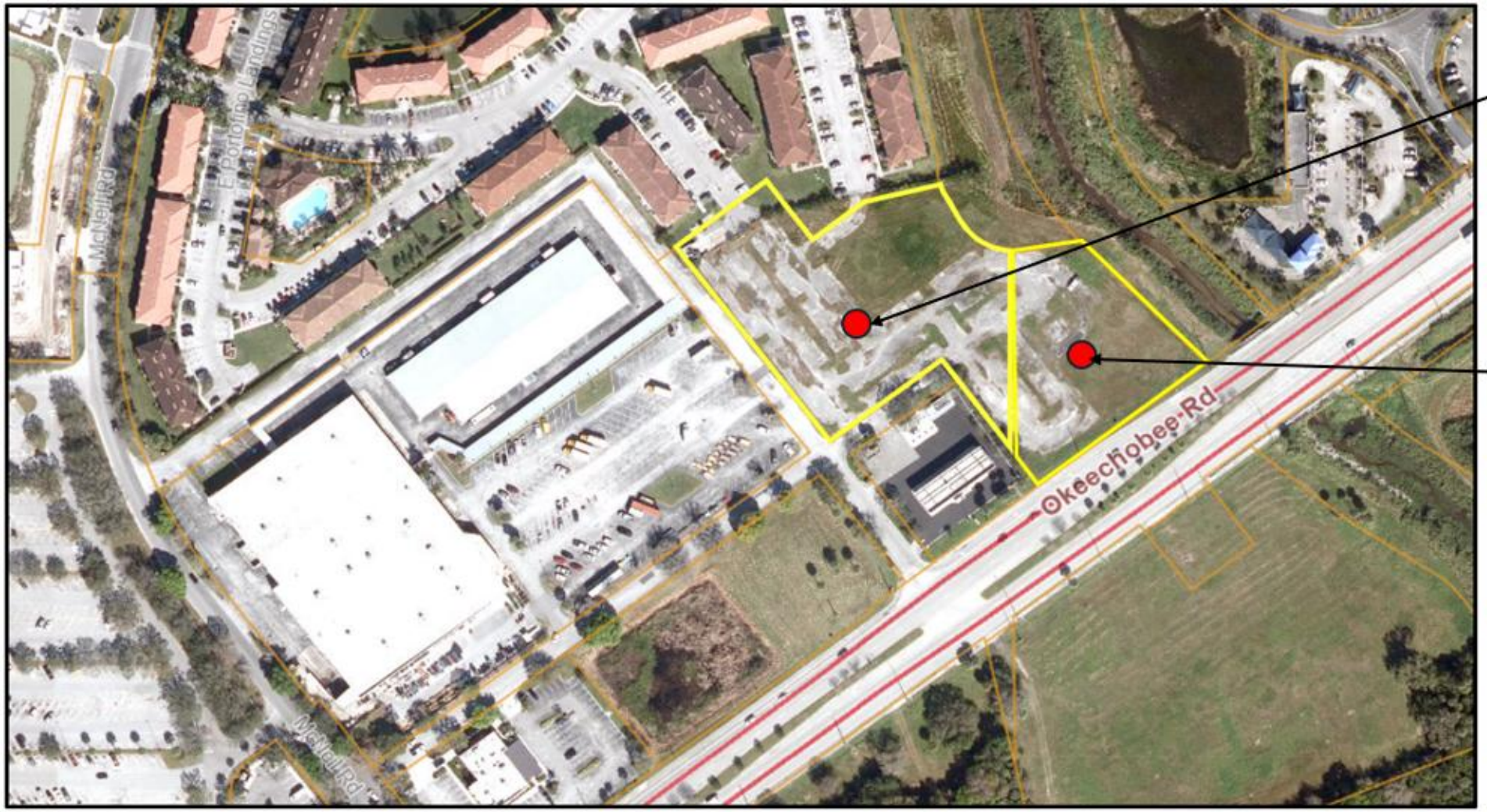
CITY LIMITS



City Limits

Okeechobee Rd. Flex Space – Conditional Use w/ New Construction

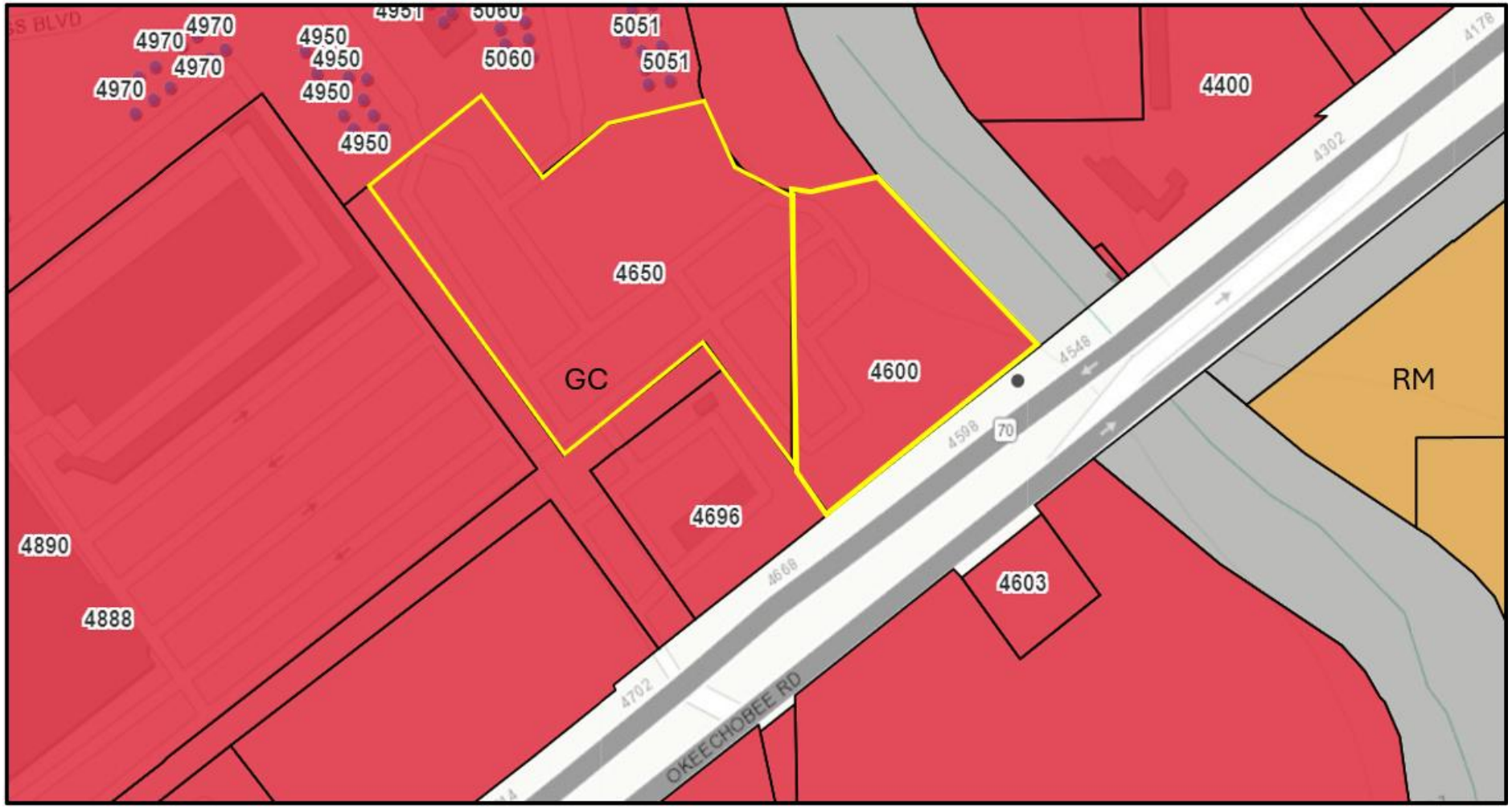
SITE LOCATION



SITE AREA= 3.57 +/- Acres

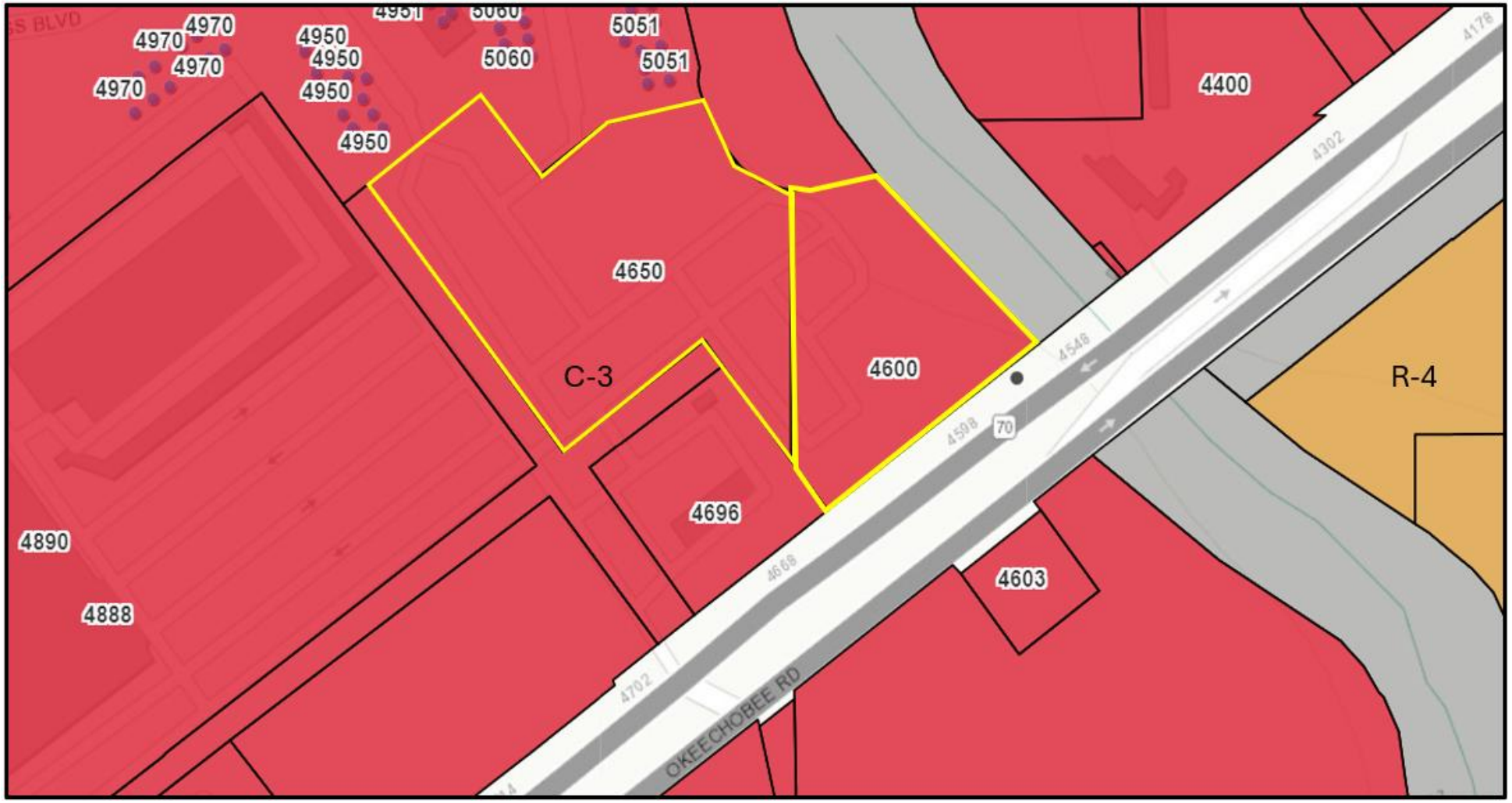
FUTURE LAND USE

FLU: GC,
General Commercial

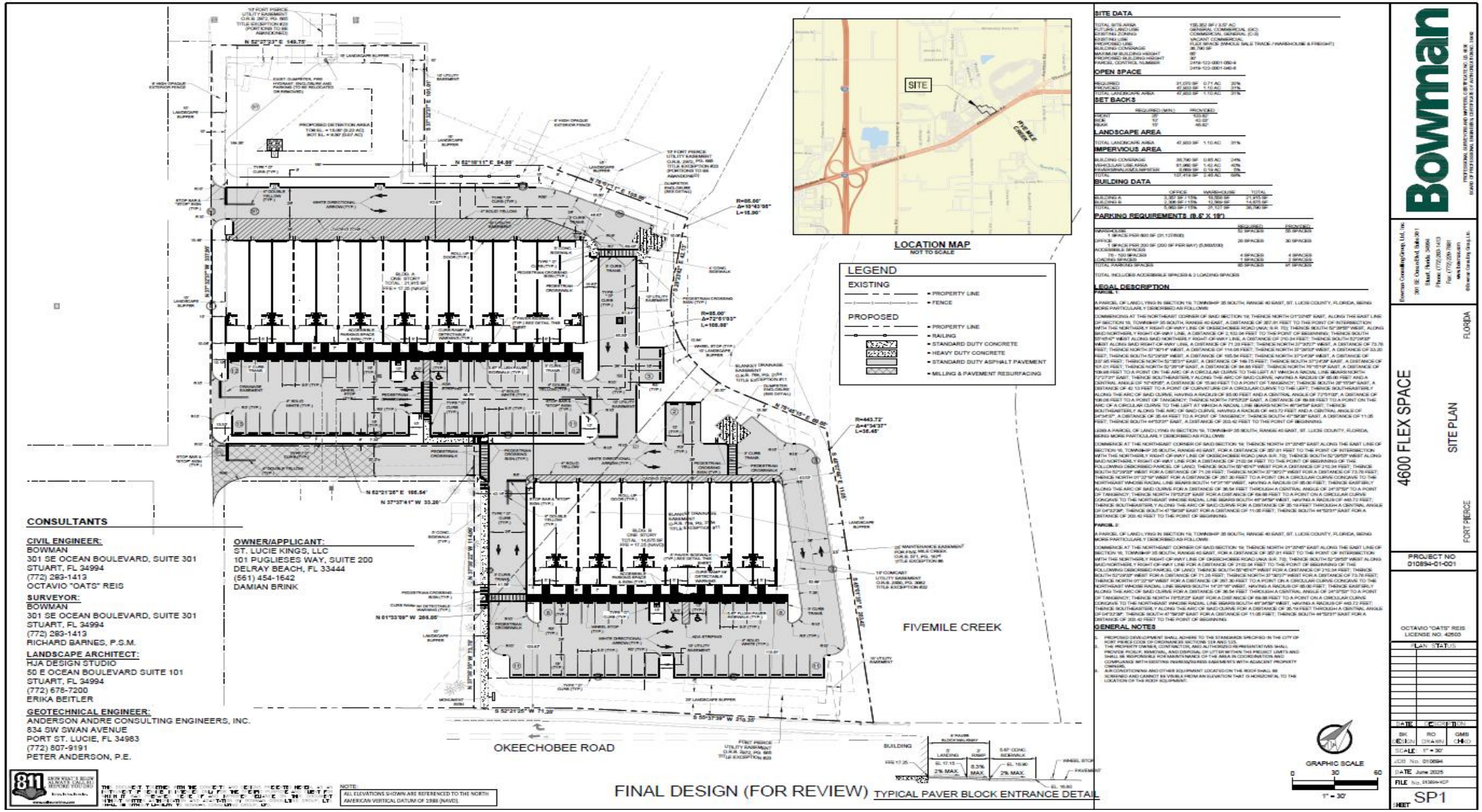


ZONING

Zoning: C-3,
General Commercial

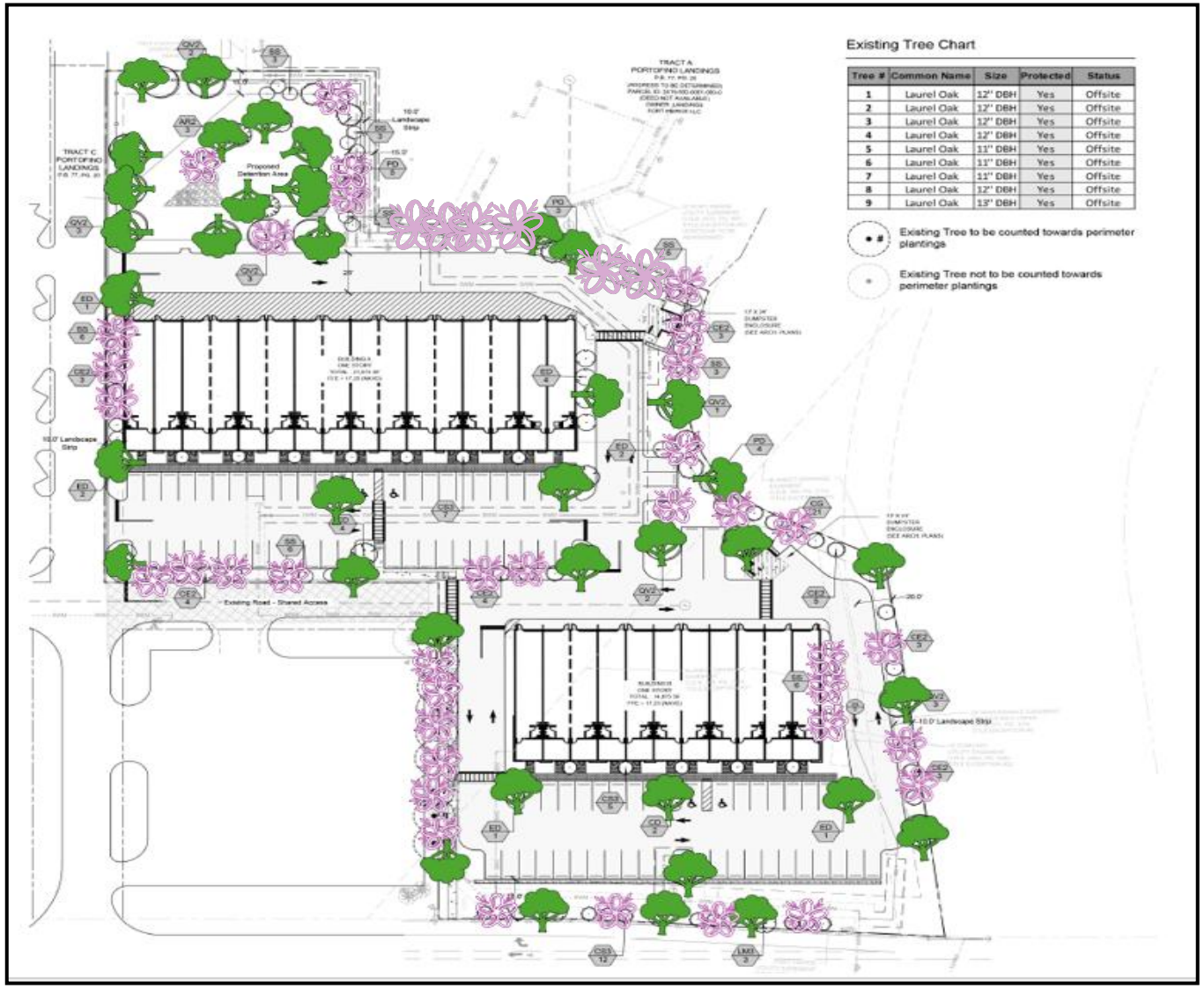


SITE PLAN



Okeechobee Rd. Flex Space – Conditional Use w/ New Construction

LANDSCAPE PLAN



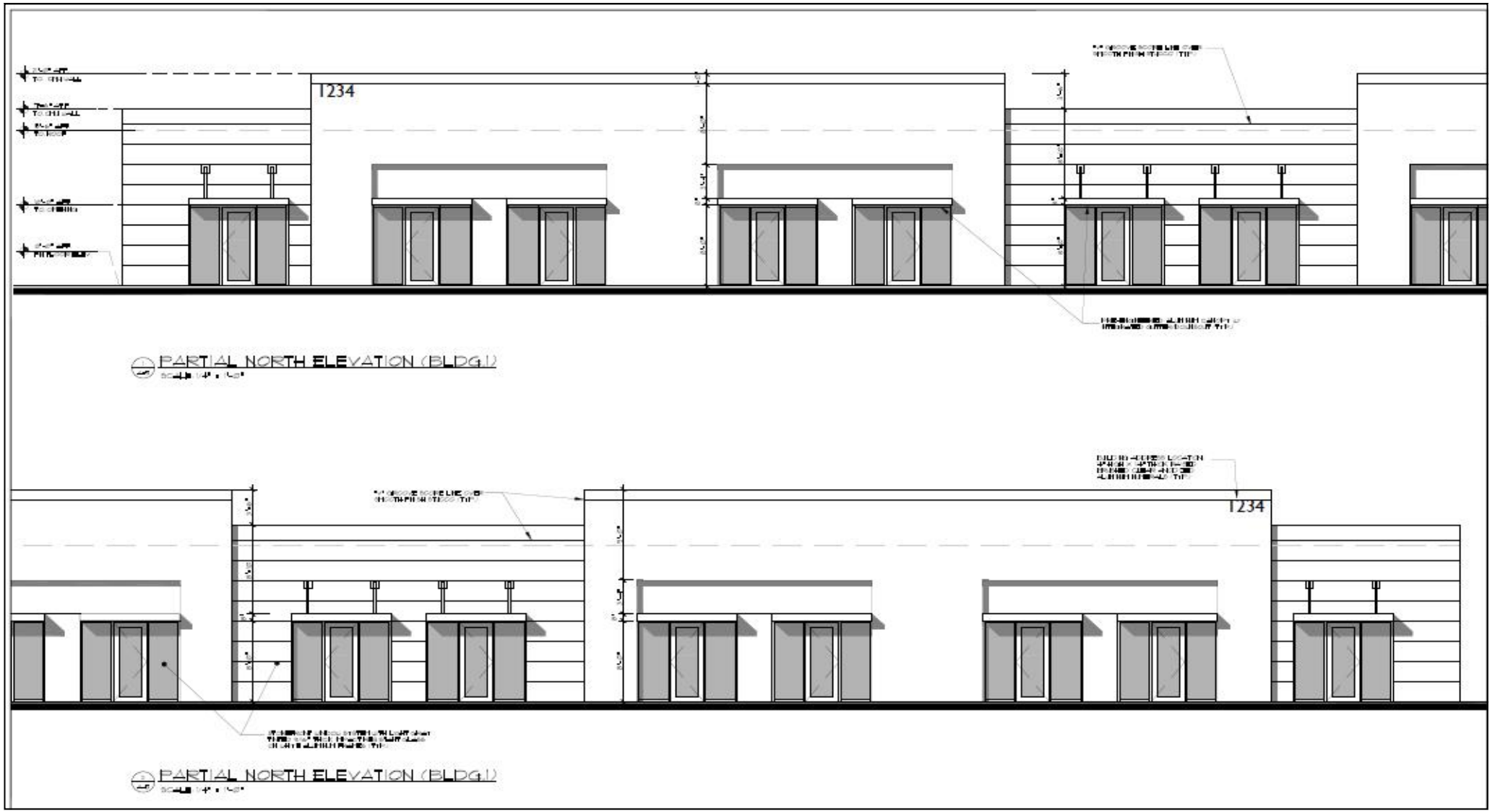
Existing Tree Chart

Tree #	Common Name	Size	Protected	Status
1	Laurel Oak	12" DBH	Yes	Offsite
2	Laurel Oak	12" DBH	Yes	Offsite
3	Laurel Oak	12" DBH	Yes	Offsite
4	Laurel Oak	12" DBH	Yes	Offsite
5	Laurel Oak	11" DBH	Yes	Offsite
6	Laurel Oak	11" DBH	Yes	Offsite
7	Laurel Oak	11" DBH	Yes	Offsite
8	Laurel Oak	12" DBH	Yes	Offsite
9	Laurel Oak	13" DBH	Yes	Offsite

Existing Tree to be counted towards perimeter plantings

Existing Tree not to be counted towards perimeter plantings

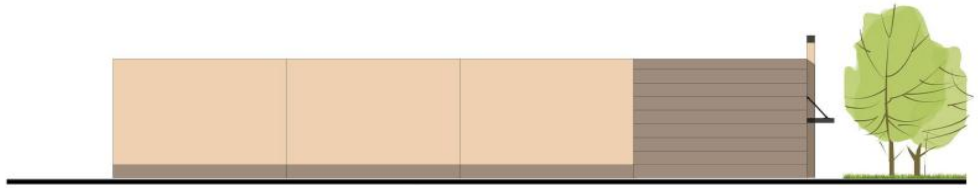
ELEVATION DETAILS



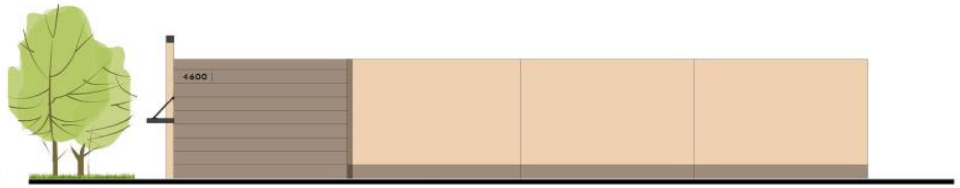
Okeechobee Rd. Flex Space – Conditional Use w/ New Construction

ELEVATION DETAILS cont'd

NORTH ELEVATION (BLDG.1)
SCALE: 1/8" = 1'-0"

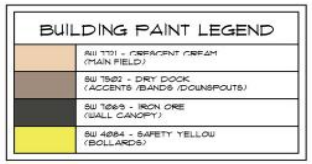


EAST ELEVATION (BLDG.1)
SCALE: 1/8" = 1'-0"



WEST ELEVATION (BLDG.1)
SCALE: 1/8" = 1'-0"

SOUTH ELEVATION (BLDG.1)
SCALE: 1/8" = 1'-0"



Okeechobee Rd. Flex Space – Conditional Use w/ New Construction

ELEVATION DETAILS cont'd

BUILDING PAINT LEGEND	
	SW 7721 - CRESCENT CREAM (MAIN FIELD)
	SW 7502 - DRY DOCK (ACCENTS /BANDS /DOWNSPOUTS)
	SW 7069 - IRON ORE (WALL CANOPY)
	SW 4084 - SAFETY YELLOW (BOLLARDS)

RECOMMENDATION w/ CONDITIONS

At the June 9, 2025, Planning Board meeting, the board voted to approve the conditional use with new construction site plan with the seven (7) conditions, with two (2) additions

1. A Unity of Title with the St. Lucie County Clerk of Courts and Parcel combination with the St. Lucie County Property Appraiser is required prior to submitting for building permits.
2. A General Address Request form shall be submitted following the completion of the lot combinations and prior to any land clearing or development permits
3. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
        ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

RECOMMENDATION w/ CONDITIONS cont'd

4. An Environmental Report will be required prior to any earthmoving activities
5. Prior to DPCR approval, provision of SLCFD documentation that existing fire connection is not needed
6. The applicant shall donate property to the Department (FDOT) if right-of-way dedication is required to implement the improvements.
6. Drainage mitigation is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). The drainage mitigation shall meet all FDOT Drainage Manual criteria and will be reviewed/approved as part of an access permit.
7. The applicant is to investigate/install a minimum 6ft. height private buffer on north end of the property
8. The applicant should provide a different color palette for the buildings

Staff's recommendation is for City Commission to **Approve** the conditional use with new construction site plan application with the nine (9) conditions

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMSSION

July 7th, 2025

Okeechobee Rd. Flex Space

Conditional Use: w/ New Construction

Parcel IDs: 2419-122-0001-040-6 & 2419-122-0001-050-9

LIGHTING PLAN

Submitted by Genesis Lighting

GENESIS LIGHTING

Job Name: 4646 OKEECHOBEE

Catalog Number: VNTS-10000L-40K-DIM-3M-N-XX-XX

Notes:

Type: SA

GENLIGHT24-84006

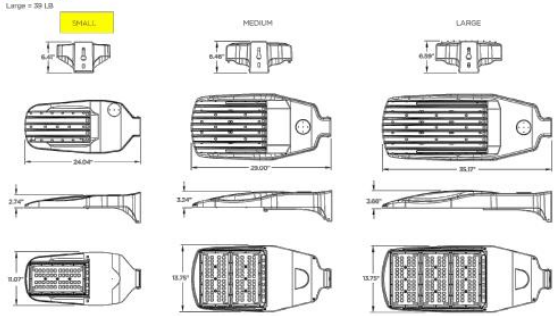
VIENTO AREA LUMINARE

VNT

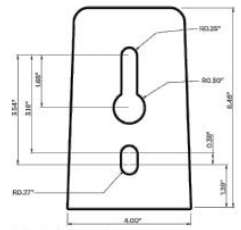
DIMENSIONAL DATA

STANDARD SIZES

WEIGHT:
Small = 31 LB
Medium = 29 LB
Large = 39 LB



MOUNTING



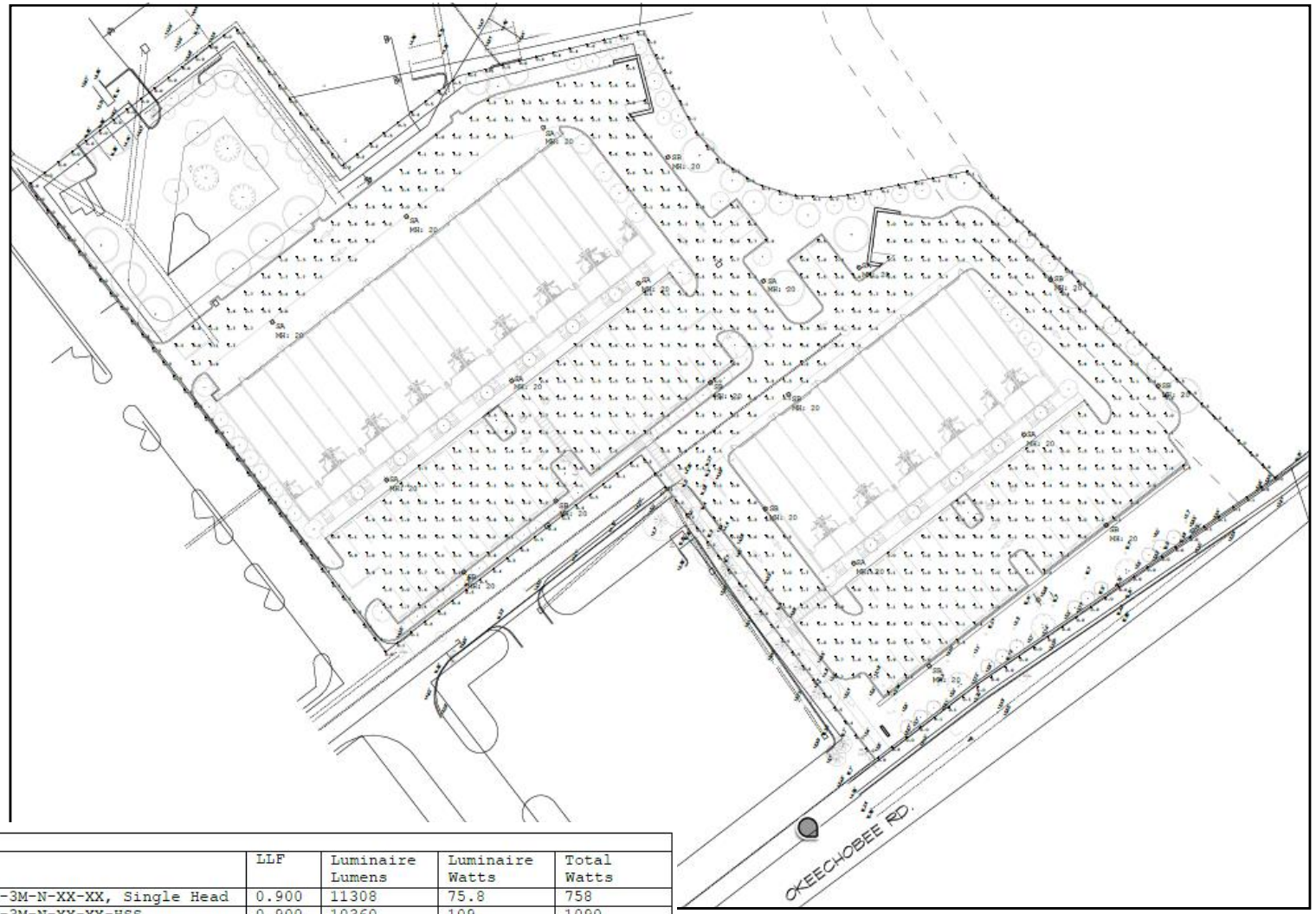
- Dimensional Data shows the end, top, side, and bottom views for all standard sizes.
- All weights are rounded up to the nearest 0.5 lb.

XtraLight

https://www.xtralight.com • (800) 678-6960 • customerservice@XLM.com

XtraLight® reserves the right to change specifications without notice.

Page 4/5 Rev. 081924 VNT



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	10	SA	Single	Xtra Light VNTS-10000L-40K-DIM-3M-N-XX-XX, Single Head	0.900	11308	75.8	758
	10	SB	Single	Xtra Light VNTS-15000L-40K-DIM-3M-N-XX-XX-HSS	0.900	10360	109	1090

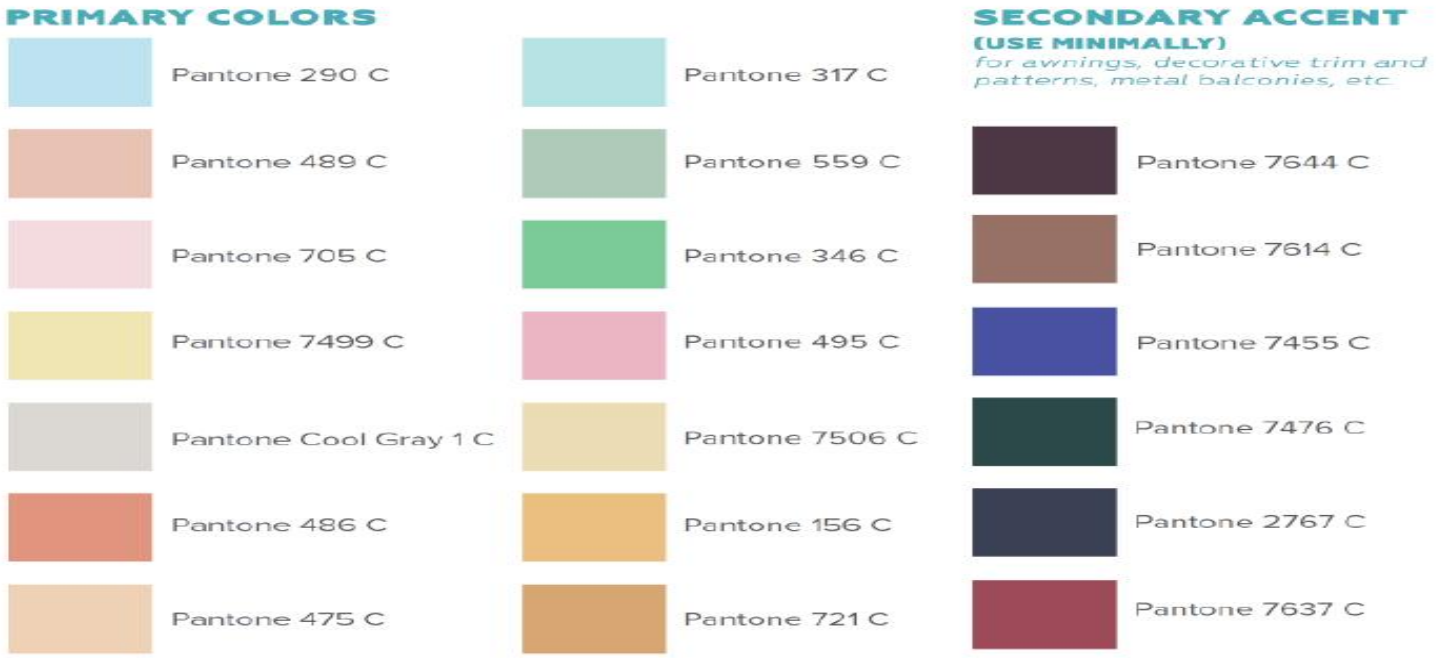
Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking and Drive Lanes	Illuminance	Fc	2.20	6.5	0.5	4.40	13.00
Property Line	Illuminance	Fc	0.17	0.5	0.0	N.A.	N.A.

FORT PIERCE, FL • THE SUNRISE CITY •

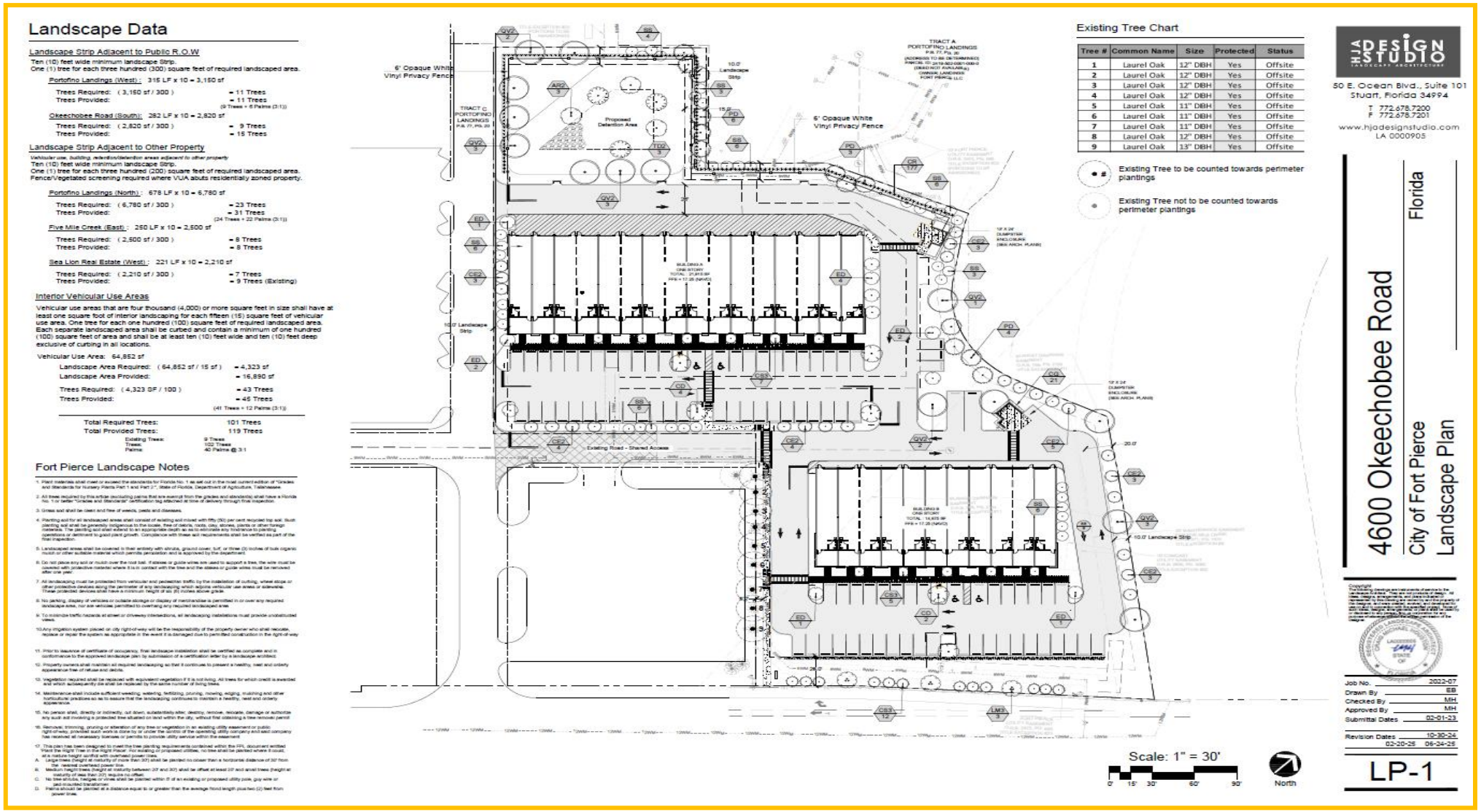
Okeechobee Rd. Flex Space – Conditional Use w/ New Construction

CITY ARCHTECTURAL DESIGN STANDARD

COLOR PALETTE



LANDSCAPE PLAN DETAILS (updated)



Landscape Data

Landscape Strip Adjacent to Public R.O.W

Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (300) square feet of required landscaped area.

Portofino Landings (West) : 315 LF x 10 = 3,150 sf
- Trees Required: (3,150 sf / 300) = 11 Trees
- Trees Provided: = 11 Trees (9 Trees + 6 Palms (3:1))

Okeechobee Road (South): 282 LF x 10 = 2,820 sf
- Trees Required: (2,820 sf / 300) = 9 Trees
- Trees Provided: = 15 Trees

Landscape Strip Adjacent to Other Property

Vehicular use, building, retention/detention areas adjacent to other property
Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (300) square feet of required landscaped area.
Fence/Vegetated screening required where VUA abuts residentially zoned property.

Portofino Landings (North) : 678 LF x 10 = 6,780 sf
- Trees Required: (6,780 sf / 300) = 23 Trees
- Trees Provided: = 31 Trees (24 Trees + 22 Palms (3:1))

Five Mile Creek (East) : 250 LF x 10 = 2,500 sf
- Trees Required: (2,500 sf / 300) = 8 Trees
- Trees Provided: = 8 Trees

Sea Lion Real Estate (West) : 221 LF x 10 = 2,210 sf
- Trees Required: (2,210 sf / 300) = 7 Trees
- Trees Provided: = 9 Trees (Existing)

Interior Vehicular Use Areas

Vehicular use areas that are four thousand (4,000) or more square feet in size shall have at least one square foot of interior landscaping for each fifteen (15) square feet of vehicular use area. One tree for each one hundred (100) square feet of required landscaped area. Each separate landscaped area shall be curbed and contain a minimum of one hundred (100) square feet of area and shall be at least ten (10) feet wide and ten (10) feet deep exclusive of curbing in all locations.

Vehicular Use Area: 64,852 sf
- Landscape Area Required: (64,852 sf / 15 sf) = 4,323 sf
- Landscape Area Provided: = 16,890 sf
- Trees Required: (4,323 SF / 100) = 43 Trees
- Trees Provided: = 45 Trees (41 Trees + 12 Palms (3:1))

Total Required Trees: 101 Trees
Total Provided Trees: 119 Trees
Existing Trees: 9 Trees
Trees: 102 Trees
Palms: 40 Palms @ 3:1

Fort Pierce Landscape Notes

1. Plant materials shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2", State of Florida, Department of Agriculture, Tallahassee.
2. All trees required by this article (excluding palms that are exempt from the grades and standards) shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection.
3. Grass sod shall be clean and free of weeds, pests and diseases.
4. Planting soil for all landscaped areas shall consist of existing soil mixed with fifty (50) per cent required top soil. Such planting soil shall be generally indigenous to the locale, free of debris, roots, clay, stones, plants or other foreign substances. The planting soil shall extend to an appropriate depth so as to eliminate any hindrance to planting operations and pertinent to good plant growth. Compliance with these soil requirements shall be verified as part of the final inspection.
5. Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf, or three (3) inches of bulk organic mulch or other suitable material which permits percolation and is approved by the department.
6. Do not place any soil or mulch over the root ball. If stakes or guide wires are used to support a tree, the wire must be covered with protective material where it is in contact with the tree and the stakes or guide wires must be removed after one year.
7. All landscaping must be protected from vehicular and pedestrian traffic by the installation of curbing, wheel stops or other protective devices along the perimeter of any landscaping which adjoins vehicular use areas or sidewalks. These protective devices shall have a minimum height of six (6) inches above grade.
8. No parking, display of vehicles or outside storage or display of merchandise is permitted in or over any required landscape area, nor are vehicles permitted to overhang any required landscaped area.
9. To minimize traffic hazards at street or driveway intersections, all landscaping installations must provide unobstructed views.
10. Any irrigation system placed on city right-of-way will be the responsibility of the property owner who shall relocate, replace or repair the system as appropriate in the event it is damaged due to permitted construction in the right-of-way.
11. Prior to issuance of certificate of occupancy, final landscape installation shall be certified as complete and in conformance to the approved landscape plan by submission of a certification letter by a landscape architect.
12. Property owners shall maintain all required landscaping so that it continues to present a healthy, neat and orderly appearance free of refuse and debris.
13. Vegetation required shall be replaced with equivalent vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same number of living trees.
14. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices so as to assure that the landscaping continues to maintain a healthy, neat and orderly appearance.
15. No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit.
16. Removal, trimming, pruning or alteration of any tree or vegetation in an existing utility easement or public right-of-way, provided such work is done by or under the control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within the easement.
17. This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place'. For existing or proposed utilities, no tree shall be planted where it could, at a mature height conflict with overhead power lines.
    A. Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
    B. Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
    C. No trees or shrubs (height at maturity) shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
    D. Palms should be planted at a distance equal to or greater than the average frond length, plus two (2) feet from power lines.

Existing Tree Chart

Tree #	Common Name	Size	Protected	Status
1	Laurel Oak	12" DBH	Yes	Offsite
2	Laurel Oak	12" DBH	Yes	Offsite
3	Laurel Oak	12" DBH	Yes	Offsite
4	Laurel Oak	12" DBH	Yes	Offsite
5	Laurel Oak	11" DBH	Yes	Offsite
6	Laurel Oak	11" DBH	Yes	Offsite
7	Laurel Oak	11" DBH	Yes	Offsite
8	Laurel Oak	12" DBH	Yes	Offsite
9	Laurel Oak	13" DBH	Yes	Offsite

Existing Tree to be counted towards perimeter plantings

Existing Tree not to be counted towards perimeter plantings

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

4600 Okeechobee Road
City of Fort Pierce
Florida
Landscape Plan

Copyright

Job No.	2022-07
Drawn By	EB
Checked By	MH
Approved By	MH
Submittal Dates	02-01-23
Revision Dates	10-30-24
	02-20-25 06-24-25

LP-1

Okeechobee Rd. Flex Space – Conditional Use w/ New Construction

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Richard Chess, MBA, City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Conditional Use w/ New Construction: Site Plan 4600 & 4650 Okeechobee Rd.**
BOARD DATE:	July 7, 2025

STAFF REPORT

Owner:	St. Lucie Kings, LLC 101 Pugliese Way Delray Beach, FL 33444
Applicant:	HJA Design Studio 50 SE Ocean Blvd., #101 Stuart, FL 34994
Applicant's Request:	Approval of Conditional Use w/ New Construction Site Plan
Location(s):	4600 & 4650 Okeechobee Rd.
Parcel IDs:	2419-122-0001-040-6 & 2419-122-0001-050-9
Future Land Use:	GC, General Commercial
Current Zoning:	C-3, General Commercial

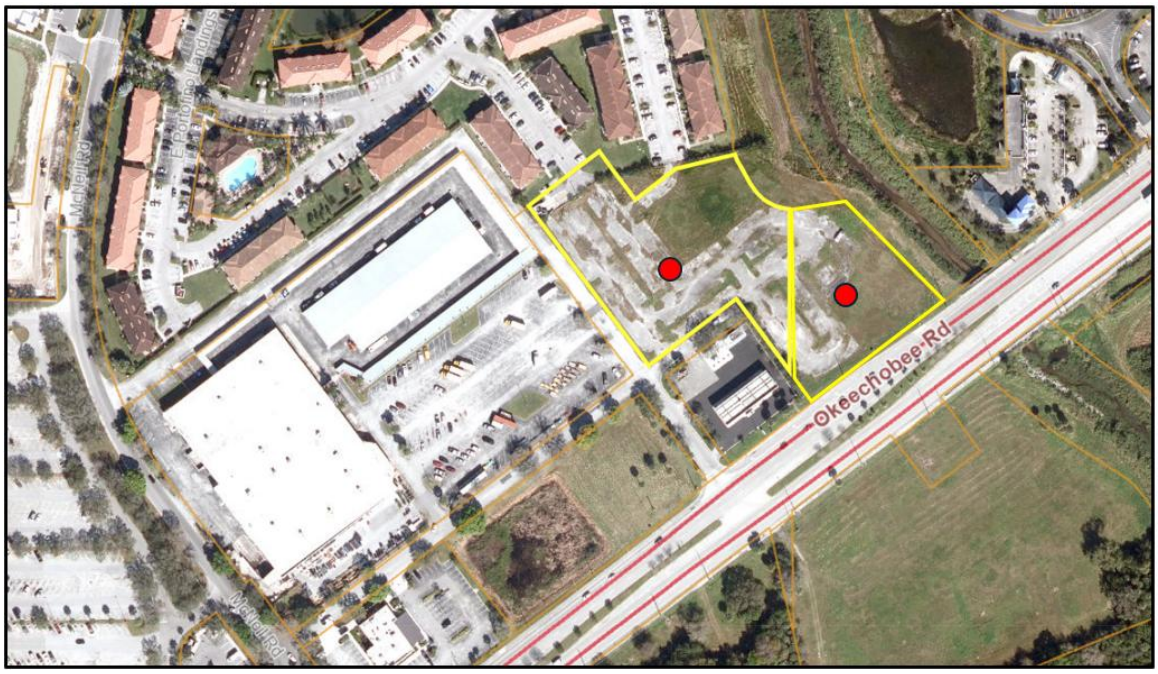
Surrounding FLU:

North	East	South	West
GC	GC	GC	GC

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Site Location:



Utilities: FPUA

Staff Analysis:

Request

In accordance with Article V Sections 125-325 of the City Code, the applicant is requesting the review and approval of a Conditional Use with New Construction Site Plan. The request is to develop a flex space for wholesale trade warehouse freight.

Future Land Use & Zoning

The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include

multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

The subject site has a zoning district classification of the General Commercial density zone (C-3). The district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentration on commercial activities.

Conditional Uses

According to Article V, Sec. 125-235, the purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

Design Review

The proposed design will include two (2) single-story buildings. Both buildings will be designed to support warehouse freight and wholesale trade businesses. The north facing side of the buildings will be designed with front office entrance doors and the south side of the building will include backdoors and rollup steel doors.

Sidewalk connections connecting one building to the other will be provided. The total square footage is 36,790. An updated color palette will be provided, per Planning Board conditions. This change in color is to help in beautifying the overall area and to make visuals along the road more attractive.

Parking

Per City Code Section 125-315 Off-Street Parking and Loading, one space is required for each 600 square feet of gross floor area. The proposed development is for 36,790 sq. ft. The building coverage requires a minimum of 80 regular parking stalls, 4 ADA parking stalls and 1 loading space. The applicants' site indicates that they will provide a total of 85 regular parking stalls, 4 ADA parking stalls and 2 loading spaces.

Landscaping

The landscaping will include a landscape strip adjacent to the Public R.O.W and to the other property. Each strip will be minimum of 10 feet wide, and a single tree planted for each 300 sq. ft. Applicant proposes to include a vegetated fence as a buffer for the side of the property that abuts the residential

property.
Each separate landscaped area shall be curbed and contain a minimum of 100 sq. ft. of area and shall be at least 10 ft. wide and 10 ft. deep. A minimum of 60 trees will either remain or be planted on the property.

Traffic Impact Statement
According to the Traffic Analysis submitted by O'Rourke Engineering & Planning, the Okeechobee Flex with 96 daily trips, 6 net AM peak hour trips and 7 net PM peak hour trips will have an insignificant impact on the network. All links and intersections operate at acceptable levels of service. Therefore, the project meets the requirements for concurrency.

Lighting
To ensure safety and prevent proper illumination, the developer proposes to place 20 foot candles around the property.

Technical Review Committee
All affected departments have reviewed the proposed Conditional Use with New Construction application regarding the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Property Owner Response Summary
A total of 11 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of June 30,2025, staff have yet to receive a response from adjacent property owners regarding the request. An update will be provided at the City Commission during the public hearing.

Planning Board Recommendation
The Planning Board, at their June 9,2025 meeting, voted 7-0 to recommend approval of the request with the presented seven (7) conditions, plus the two (2) conditions that they voted on to add:

1. A Unity of Title wit the St. Lucie County Clerk of Courts and Parcel combination with the St. Lucie County Property Appraiser is required prior to submitting for building permits.
2. A General Address Request form shall be submitted following the completion of the lot combinations and prior to any land clearing or development permits
3. Prior to the issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees

according to the standard established in this article

ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat and orderly appearance

4. An Environmental Report will be required prior to any earthmoving activities
5. Prior to DPCR approval, provision of SLCFD documentation that exiting fire connection is not needed.
6. The applicant shall donate property to the Department (FDOT) if right-of-way dedication is required to implement the improvements.
7. Drainage mitigation is required for any stormwater impacts within FDOT right-of-way (i.e., increased runoff or reduction of existing storage). The drainage mitigation shall meet all FDOT Drainage Manual criteria and will be reviewed/approved as part of an access permit.
8. The applicant is to investigate/install a minimum 6ft. height private buffer on the north end of the property.
9. The applicant should provide a different color palette for the buildings.

Staff Recommendation*:*

The proposed application meets the minimum standards of the City's Code Section 125-325. The applicant has submitted an updated site plan reflecting a 6ft. opaque fence along the northwest portion of the property with additional landscaping, per the request of the Planning Board. Therefore, Staff recommends that the City Commission **APPROVE** the subject Conditional Use with New Construction Site Plan, subject to the nine (9) noted conditions.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location: Okeechobee Rd

Parcel ID #(s): 2419-122-0001-040-6 & 2419-122-0001-050-9

Project description: Flex Space (wholesale trade / warehouse freight)

Application Type

☑ Site Plan ☑ Conditional Use w/New Construction ☐ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 39,450 Sq Ft Site Acreage: 3.57 Acres

Residential: Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

St. Lucie Kings, LLC	HJA Design Studio
Property Owner(s)	**Applicant/Representative, Title, Company**
101 Pugliese Way	50 SE Ocean Blvd., Suite 101
Street Address	Street Address
Delray Beach FL 33444	Stuart FL 34994
City State Zip	City State Zip
561-454-1625	772-678-7200
Phone Number	Phone Number
azurita@puglieseco.com	erika@hjadstudio.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

St. Lucie Kings, LLC

By: _____ VP

Property Owner(s) Signature(s) DAVID CLORAN, VICE PRESIDENT

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- In-take meetings are required for application submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-

Site Plan submittal requirements:

Submit one (1) original & three (3) hard copies and one (1) CD or Flash Drive of the following. Additional copies will be required of subsequent submittals.

- [x] Complete application
- [x] Warranty Deed
- [x] SLC Property Record Card
- [x] Detailed project description
- [x] General location map (see Section 125-313)
- [x] Survey (see Section 125-313)
- [x] Site Plan (see Section 125-313)
- [x] Landscaping Plan (see Section 123-37)
- [x] Conceptual Drainage Plan (see Section 125-313)
- [x] Environmental Impact Report
- N/A [ ] Beach/Dune System protection plan, if applicable (see Section 125-313)
- [x] Lighting Plan (see Section 125-313)
- [x] Design Review submittals (see Design Review application)
- [x] Traffic Impact Report
- [x] Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

DESIGN REVIEW

Property Information

Property address or Location Okeechobee Rd

Parcel ID #(s) 2419-122-0001-040-6 & 2419-122-0001-050-9

Project description Flex Space (wholesale trade / warehouse freight)

St. Lucie Kings, LLC
Property Owner(s)

101 Pugliese Way
Street Address

Delray Beach FL 33444
City State Zip

561-454-1625
Phone Number

azurita@puglieseco.com
Email Address

HJA Design Studio
Applicant/Representative, Title, Company

50 SE Ocean Blvd., Suite 101
Street Address

Stuart FL 34994
City State Zip

772-678-7200
Phone Number

erika@hjadstudio.com
Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

VP

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS
CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM
For more information, please refer to the website:
https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

Design Review Application Checklist
(City Code of Ordinances 125-314)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 125-313 is also available.

Submittal for Board Approval

✓a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
✓b. A final site plan meeting the requirements of section 125-313.
✓c. A final site lighting plan that meets the requirements of subsection 125-313(d)(8).
✓d. A final landscape plan that meets the requirements of articles II and III of chapter 123.
✓e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
✓f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					AE / X

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/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

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/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

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			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

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/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

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	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Project Description
4646 Okeechobee Road

Parcel Control Numbers: 2419-122-0001-040-6 & 2419-122-0001-050-9

This is a request for a Conditional Use Approval with new construction to allow a flex space for wholesale trade and warehouse freight uses proposed for the development of the 3.57 acres property located off SR 70 / Okeechobee Road, east of I-95 and west of the Renaissance Business Park alongside Five Mile Creek in the City of Fort Pierce. The site has a zoning and land use of General Commercial. The parcel is accessed off Okeechobee Road through an existing shared access easement within the existing gas station and self-storage sites.

Recent economic studies have shown that there is a demand for small-to medium-sized flex spaces where growing businesses can have offices, workshops, and warehouse space all in one location. The following list includes selected uses limited to the Conditional Uses to be requested to the City of Ft. Pierce for this approval.

- Light Industrial Service/Manufacturing
- Warehouse and Freight
- Environmental Research and Education Facilities
- Day Care Center (Adult/Child)
- Medical Facilities
- Social Service Institution
- Building Maintenance Facilities and Services
- Microbrewery
- Marine-Related Industrial
- Vehicle Storage

The proposed site plan is compiled of three small warehouse buildings with a gross floor area of 39,450 square feet. There is over 30% of open space provided which includes the required landscape buffers and dry retention areas. Adequate parking and loading spaces are proposed to fit the needs for an array of uses listed above. In addition, a trash compactor and dumpers will be located on site to meet the needs of the proposed flex space complex.

HJA Design Studio
50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772-678-7200

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4831117 OR BOOK 4570 PAGE 1698, Recorded 03/12/2021 02:43:10 PM Doc Tax: $3920.00

Prepared By:
Doug Marek, Esq.
DOUG MAREK, P.A.
101 Pineapple Grove Way, Suite 200
Delray Beach, Florida 33444
561 454-1610

Property ID: 2419-122-0001-040-6
2419-122-0001-050-9

WARRANTY DEED

THIS WARRANTY DEED is made as of the 9th day of March 2021 by FLORIDA TAX LIEN ASSETS IV, LLC, a Florida limited liability company, whose post office address is 2055 US Highway 1, Vero Beach, FL 32960 ("Grantor") to ST. LUCIE KINGS, LLC, a Florida limited liability company whose post office address is 101 Pugliese's Way, 2nd Floor, Delray Beach, FL 33444 ("Grantee").

GRANTOR, IN CONSIDERATION of Ten Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that land as described in Exhibit A attached hereto, situate in St. Lucie County, Florida.

SUBJECT TO easements, restrictions, and reservations of record, taxes for the year 2021 and thereafter (a lien which is not yet due and payable).

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise pertaining.

TO HAVE and to hold the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple, that Grantor has good, right and lawful authority to sell and convey said land, and hereby 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 (a lien which is not yet due and payable).

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Name: Alicia Kenz

Name: JANA CARRINGTON

Name: Alicia Kenz

Name: JANA CARRINGTON

FLORDA TAX LIEN ASSETS IV, LLC, a Florida limited liability company

By: Kite Tax Lien Capital, LLC, a Florida limited liability company

By: _____
Kelly P. Kite, Jr., Manager

By: _____
Joseph P. Schlitt, Manager

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, appeared by means of ✓ physical presence or ___ on line notarization, Kelly P. Kite, Jr., as manager of Kite Tax Lien Capital, LLC, a Florida limited liability company, the managing member of FLORIDA TAX LIEN ASSETS IV, LLC, who is personally known to me or produced _____.as identification.

WITNESS, my hand and official seal in the County and State aforesaid this 8th day of March 2021.

Jana Carrington
Notary Public

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, appeared by means of ✓ physical presence or ___ on line notarization, Joseph P. Schlitt, as manager of Kite Tax Lien Capital, LLC, a Florida limited liability company, the managing member of FLORIDA TAX LIEN ASSETS IV, LLC, who is personally known to me or produced _____.as identification.

WITNESS, my hand and official seal in the County and State aforesaid this 8th day of March 2021.

Jana Carrington
Notary Public

1832-002 *

Notary Public State of Florida
Jana Carrington
My Commission GG 253452
Expires 11/13/2022

EXHIBIT A

Legal Description

Parcel 1:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH O1°20'45" EAST, ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 357.81 FEET TO THE POINT I OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE 1OF OKEECHOBEE ROAD (AKA; S.R. 70); THENCE SOUTH 52°29'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,102.04 FIIET TO THE POINT' OF BEGINNING; THENCE SOUTH 55°45'47" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST, A DISTANCE OF 73.78 FEET; THENCE NORTH 37°30'14" WEST, A DISTANCE OF 114.06 FEET; THENCE NORTH 37°29'33" WEST, A DISTANCE OF 33.20 FEET; THENCE SOUTH 52°29'33" WEST, A DISTANCE OF 185.54 FEET; THENCE NORTH 37°24'29" WEST, A DISTANCE OF 337.95 FEET; THENCE NORTH 52°35'31" EAST, A DISTANCE OF 149.75 FEET; THENCE SOUTH 37°24'29" EAST, A DISTANCE OF 101.01 FEET; THENCE NORTH 52°26'19" EAST, A DISTANCE OF 84.86 FEET; THENCE NORTH 76°15'19" EAST, A DISTANCE OF 109.98 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 72°27'31" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°15'34" EAST, A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST, A DISTANCE OF 69.88 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 46°34'59" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 443.72 FEET AND A CENTRAL ANGLE OF 04°34'37", A DISTANCE OF 35.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°59'38" EAST, A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST, A DISTANE OF 203.42 FEET TO THE POINT OF BEGINNING.

LESS A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

Parcel 2:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCEOF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Via Email and FedEx
February 1, 2023

Kevin Freeman
Planning Director
City of Fort Pierce Planning Department
100 N. U.S. Highway 1
Fort Pierce, FL 34950

RE: 4646 Okeechobee Road – Development Review Application – PCN: 2419-122-0001-040-6 & 2419-122-0001-050-9

Dear Kevin,

Please accept this letter and the attached documents as our request for the above mentioned parcel which is a partially constructed site where some underground and paving was begun but stopped prior to completion. This site is a portion of the Portofino Landings Master Plan off of Okeechobee Road.

This parcel is made up of two platted lots totaling 3.57 acres. The proposed site plan is compiled of three small flex space warehouse buildings with a gross floor area of 39,450 square feet. There is over 30% of open space provided which includes the required landscape buffers and dry retention areas.

Enclosed, please find the submittal material for a portion of the Portofino Landings site as reference above. The following items are included as per the application requirements:

1. An executed application form
2. Payment for the application fee will be submitted after invoicing.
3. Warranty Deed
4. SLC Property Record Card
5. Project Narrative
6. General Location Map
7. Survey
8. Conceptual Site Plan showing the conceptual drainage overlaid on an aerial
9. Landscape Plan
10. Environmental Impact Report
11. Lighting Plan
12. Traffic Impact Report
13. Final Floor Plans and Elevation Drawings per the Design Review Submittal requirements

We look forward to discussing this project with you. Thank you for your assistance with this application.

Sincerely,

Michael Houston
President, HJA Design Studio

HJA Design Studio
50 SE Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772-678-7200

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

March 28, 2022
City of Fort Pierce Planning Department
100 N. U.S. Highway 1
Fort Pierce, FL 34950

St. Lucie Kings, LLC
101 Pugliese Way
Delray Beach, FL 33444

RE: 4646 Okeechobee Road Undeveloped 3.56 acre portion at Portofino Landings

Please be advised that St. Lucie Kings, LLC hereby authorizes HJA Design Studio, LLC to act as its agent relative to the above referenced project and approval process, and to submit any applications or related materials with respect thereto.

Sincerely,

St. Lucie Kings, LLC

By: _____ V P
David Cloran, Vice President

Date: 3/24/22

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of March 2022 by
David Cloran, as Vice President of St. Lucie Kings, LLC., a Florida Limited Liability Company, on behalf of
the company who is personally known to me.

Signature _____
Sherry Connors
Notary Public-State of Florida
My Commission Expires 03/03/2025

NOTARY PUBLIC STATE OF FLORIDA
SHERRY CONNORS
MY COMMISSION # HH100171
EXPIRES: March 03, 2025

HJA Design Studio
50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772-678-7200

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

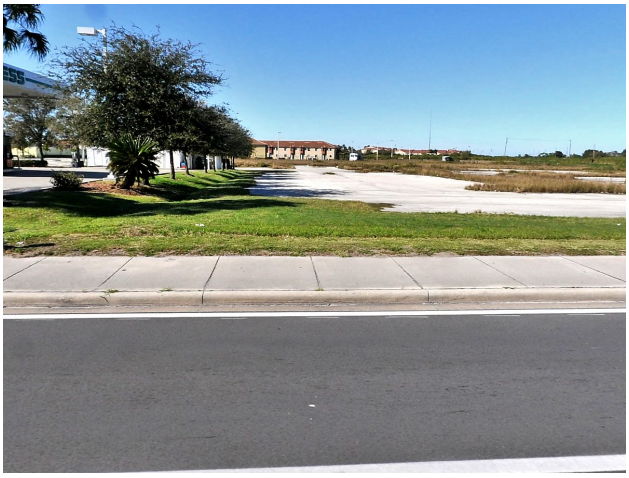
Site Address: OKEECHOBEE RD
Sec/Town/Range: 19/35S/40E
Parcel ID: 2419-122-0001-040-6
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 175561
Map ID: 24/19N
Zoning: General Co

Ownership

ST LUCIE KINGS LLC

101 Puglieses WAY Fl 2
Delray Beach, FL 33444



Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO POB;TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28,TH N 37 30 05 W 221.20 FT,TH S 52 29 33 W 185.54 FT,TH S 37 30 09 E 341.13 FT,TH N 52 35 31 E 149.75 FT,TH S 37 42 29 E 101.01 FT,N 52 26 19 E 84.86 FT,TH N 76 15 19 E 109.98 FT,TH S 28 15 34 E 42.13 FT TO CURVE CONC NE,R OF 85 FT, TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W OF CANAL # 29 AND CURVE CONC NE,R OF 443.73 FT,TH SELY ALG ARC 35.44 FT,TH S 47 59 38 W 11.05 FT,TH S 44 53 31 E 203.42 FT TO POB LESS THAT PARCEL MPDAF:19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO POB;TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28,TH N 37 30 27 W 73.78`, TH N 01 22 19 W 267.30`, TO CURVE CONC NE,R OF 85 FT, TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W OF CANAL # 29 AND CURVE CONC NE,R OF 443.73 FT,TH SELY ALG ARC 35.44 FT,TH S 47 59 38 W 11.05 FT,TH S 44 53 31 E 203.42 FT TO POB (2.19 AC)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.19
Land Size (SF):	95,396.4

Current Values

Just/Market Value:	$543,800
Assessed Value:	$543,800
Exemptions:	$0
Taxable Value:	$543,800

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.**

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Mar 8, 2021	4570 / 1698	0137	WD	Florida Tax Lien Assets IV LLC	$560,000
Jul 26, 2018	4162 / 0302	0311	TD	Floridian Properties and Investments LLC	$1,062,900
Jul 25, 2011	3336 / 0357	0001	WD	Prime Homes At Portofino Land	$339,000
Jul 19, 2011	3313 / 0015	0311	WD	Portofino Landings CDD	$0
Jan 30, 2006	3254 / 1039	XX03	SP	Portofino Landings CDD	$0
Jan 30, 2006	2483 / 1661	XX02	SP	2890 Inc	$5,100,000

Building Information (1 of 1)

Finished Area: 0 SF

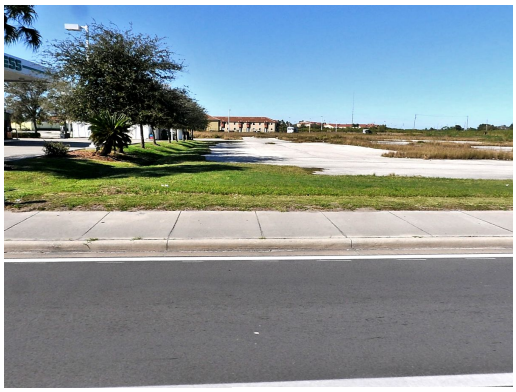
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



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Sketch Area Legend

Sub Area Description Area Fin. Area Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt
ASP2 LOW	1	72444	2005

Current Year Values

Current Values Breakdown

Building:	$256,700
Land:	$287,100
Just/Market:	$543,800
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$543,800
Exemption(s):	$0
Taxable:	$543,800

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2012	0041	28.9	Fort Pierce Stormwater Charge	$1,994.10

Start Year	AssessCode	Units	Description	Amount
2013	0054	2.19	North St. Lucie Water Management District	$45.44

Start Year	AssessCode	Units	Description	Amount
2018	4060	9940.83	Portofino Landings CDD	$9,940.83

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	$543,800	$543,800	$0	$543,800
2021	$352,700	$352,700	$0	$352,700
2020	$353,500	$353,500	$0	$353,500
2019	$354,300	$354,300	$0	$354,300

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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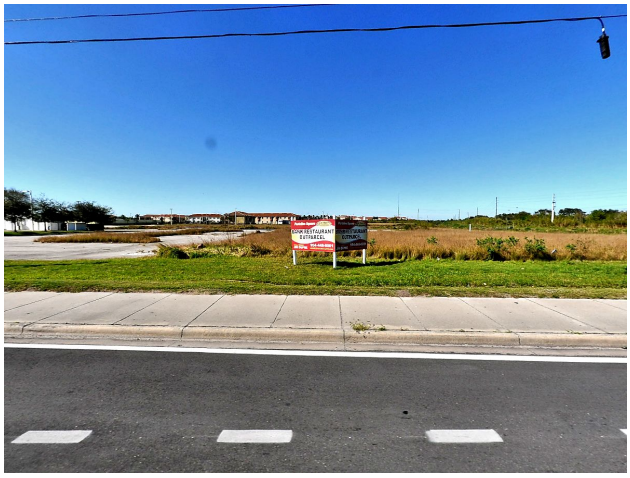
Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: OKEECHOBEE RD
Sec/Town/Range: 19/35S/40E
Parcel ID: 2419-122-0001-050-9
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 176141
Map ID: 24/19N
Zoning: General Co



Ownership

ST LUCIE KINGS LLC

101 Puglieses WAY Fl 2
Delray Beach, FL 33444

Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO POB;TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28,TH N 37 30 27 W 73.78`,TH N 01 22 19 W 267.30`,TO CURVE CONC NE,R OF 85 FT,TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W OF CANAL # 29 AND CURVE CONC NE,R OF 443.73 FT,TH SELY ALG ARC 35.44 FT,TH S 47 59 38 W 11.05 FT,TH S 44 53 31 E 203.42 FT TO POB (1.31 AC)

Current Values

Just/Market Value:	$300,100
Assessed Value:	$300,100
Exemptions:	$0
Taxable Value:	$300,100

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):	1.31
Land Size (SF):	57,064

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
Mar 8, 2021	4570 / 1698	0137	WD	Florida Tax Lien Assets IV LLC	$560,000
Jul 26, 2018	4162 / 0302	0311	TD	Floridian Properties and Investments LLC	$1,062,900
Jul 25, 2011	3336 / 0361	0001	WD	Prime Homes At Portofino Land	$218,000
Jul 19, 2011	3313 / 0015	0311	WD	Portofino Landings CDD	$0

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

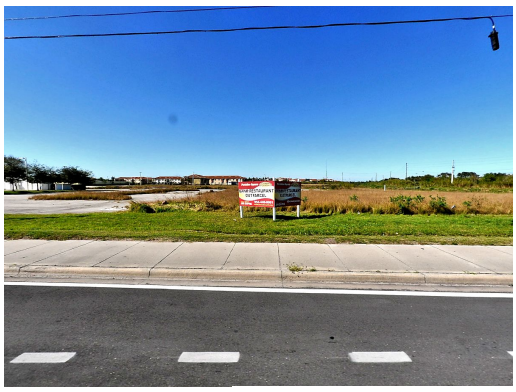
Exterior Data

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
ASP2 LOW	1	25731	2005

Current Year Values

Current Values Breakdown

Building:	$91,200
Land:	$208,900
Just/Market:	$300,100
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$300,100
Exemption(s):	$0
Taxable:	$300,100

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2012	0041	10.2	Fort Pierce Stormwater Charge	$703.80

Start Year	AssessCode	Units	Description	Amount
2013	0054	1.31001	North St. Lucie Water Management District	$27.18

Start Year	AssessCode	Units	Description	Amount
2018	4060	5946.34	Portofino Landings CDD	$5,946.34

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	$300,100	$300,100	$0	$300,100
2021	$198,300	$198,300	$0	$198,300
2020	$198,600	$198,600	$0	$198,600
2019	$198,900	$198,900	$0	$198,900

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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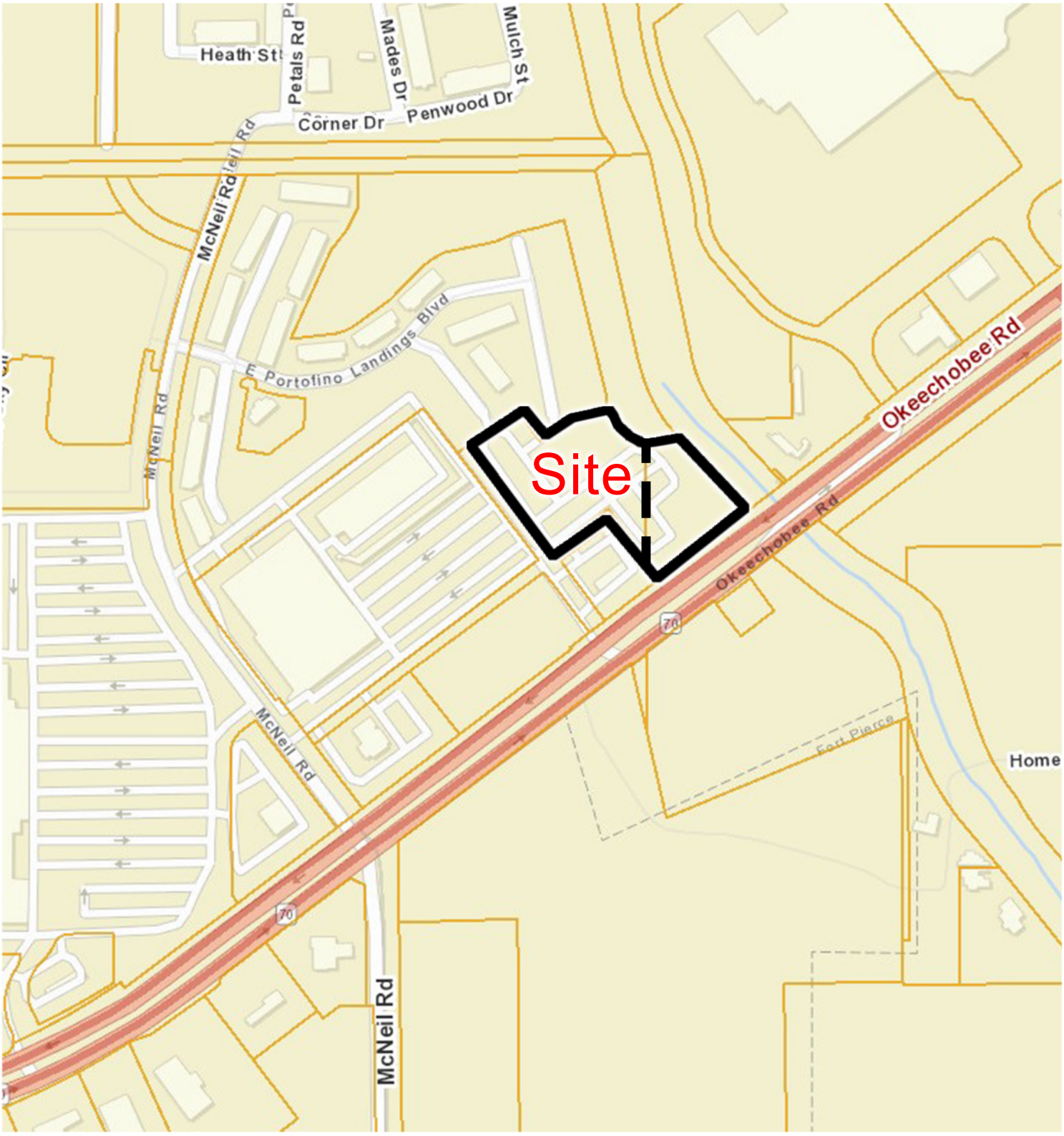
4646 Okeechobee Road

Location Map

Fort Pierece, FL



Prepared by:

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

North

Date:03/25/22

Project #: 2022-07

GENERAL NOTES

- ALL BUILDING, PARKING AND ACCESS AREAS SHALL DOCUMENT COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- PROPOSED LIGHT FIXTURES SHALL BE SHIELDED TO MINIMIZE EXCESS GLARE TO ADJACENT RESIDENTIAL AREAS AND ROADWAYS IN ACCORDANCE WITH SECTION 3.208 OF ARTICLE 3.
- MAXIMUM INCIDENTAL LIGHT SPILLAGE ONTO NEARBY RESIDENTIAL PARCELS SHALL BE 0.2 FOOT CANDLES AS MEASURED 8 FEET ABOVE AVERAGE GRADE AT THE PROPERTY LINE OF THE RECEIVING PARCEL.
- ALL SIGNS SHALL BE IN ACCORDANCE WITH AHJ APPLICABLE CODES AND ORDINANCES IN EFFECT AT THE TIME OF PERMIT APPLICATION.

OWNER
ALEJANDRO ZURITA
LAND AMERICA 225 LLC
101 PUGLIESES WAY
DELRAY BEACH, FL 33444
PHONE: (561) 441-4203
AZURITA@PUGLIESECO.COM

CIVIL ENGINEER
LISA LEONARD, PE
BOWMAN
301 SE OCEAN DRIVE, SUITE 301
STUART, FL 34994
PHONE: (772) 283-1413
LLEONARD@BOWMAN.COM

SURVEYOR
RICHARD BARNES, PSM
BOWMAN
301 SE OCEAN DRIVE, SUITE 301
STUART, FL 34994
PHONE: (772) 283-1413
RBARNES@BOWMAN.COM

LANDSCAPE ARCHITECT
ERIKA BEITLER
HJA DESIGN STUDIO
50 EAST OCEAN BLVD., SUITE 101
STUART, FL 34994
PHONE: (772) 678-7200
ERIKA@HJASTUDIO.COM

SITE DATA

TOTAL SITE AREA	155,352 SF	3.57 AC	(100%)
IMPERVIOUS AREA	97,818 SF	2.25 AC	(63%)
BUILDING FOOTPRINT	33,112 SF	0.76 AC	(21%)
PAVEMENT/CONCRETE	64,706 SF	1.49 AC	(42%)
PERVIOUS AREA	57,534 SF	1.32 AC	(37%)
OPEN SPACE	38,045 SF	0.87 AC	(24%)
STORMWATER AREA	19,489 SF	0.45 AC	(13%)

CURRENT ZONING: GENERAL COMMERCIAL (GC)
FUTURE LAND USE: COMMERCIAL GENERAL (C-3)
EXISTING USE: VACANT COMMERCIAL
PROPOSED USE: FLEX SPACE (WHOLE SALE TRADE / WAREHOUSE & FREIGHT)

PARKING CALCULATIONS

SIZE, USE & RATE	REQUIRED	PROVIDED
39,450 SF WAREHOUSE @ 1 SPACE PER 600 SF	65	63
ACCESSIBLE SPACES @ 51-75 TOTAL SPACES	3	5
LOADING SPACE REQUIREMENT 32' X 14.50'	2	27

GRAPHIC SCALE
0 30 60
1" = 30'

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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www.callsunshine.com

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING GROUP, LTD. SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING GROUP, LTD.

NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

Cad file name: S:_Marketing\New Proposals\Stuart-PSL Proposals\010894-01-001 Land America Fort Pierce Self Storage\Preliminary Site Plan\FT Pierce SS5.dwg 01/24/23

Bowman

PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30662

Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd, Suite 301
Stuart, Florida 34994
Phone: (772) 283-1413
Fax: (772) 220-7881
www.bowman.com

© Bowman Consulting Group, Ltd.

KINGS HIGHWAY
SITE PLAN
CITY OF FORT PEIRCE FLORIDA

PROJECT NO
010595-02-001

M. UHAZIE, P.E.
FL. LICENSE NO. 88667

PLAN STATUS

DATE	DESCRIPTION

MU	GC	GMB
DESIGN	DRAWN	CHKD

SCALE: 1" = 30'
JOB No. 010595
DATE DECEMBER 2022
FILE No. FT PIERCE SS5

SHEET C1

Landscape Data

Landscape Strip Adjacent to Public R.O.W

Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (300) square feet of required landscaped area.

Portofino Landings (West) : 523 LF x 10 = 5,230 sf

Trees Required: (5,230 sf / 300) = 17 Trees
Trees Provided: = 17 Trees

Okeechobee Road (South): 282 LF x 10 = 2,820 sf

Trees Required: (2,820 sf / 300) = 9 Trees
Trees Provided: = 9 Trees

Landscape Strip Adjacent to Other Property

Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (200) square feet of required landscaped area.
Fence/Vegetated screening required where VUA abuts residentially zoned property.

Portofino Landings (North) : 682 LF x 10 = 6,820 sf

Trees Required: (6,820 sf / 300) = 23 Trees
Trees Provided: = 23 Trees
(17 Trees + 18 Palms (3:1))

Five Mile Creek (East) : 250 LF x 10 = 2,500 sf

Trees Required: (2,500 sf / 300) = 8 Trees
Trees Provided: = 8 Trees

Sea Lion Real Estate (West) : 221 LF x 10 = 2,210 sf

Trees Required: (2,210 sf / 300) = 7 Trees
Trees Provided: = 9 Trees (Existing)

Interior Vehicular Use Areas

Vehicular use areas that are four thousand (4,000) or more square feet in size shall have at least one square foot of interior landscaping for each fifteen (15) square feet of vehicular use area. One tree for each one hundred (100) square feet of required landscaped area. Each separate landscaped area shall be curbed and contain a minimum of one hundred (100) square feet of area and shall be at least ten (10) feet wide and ten (10) feet deep exclusive of curbing in all locations.

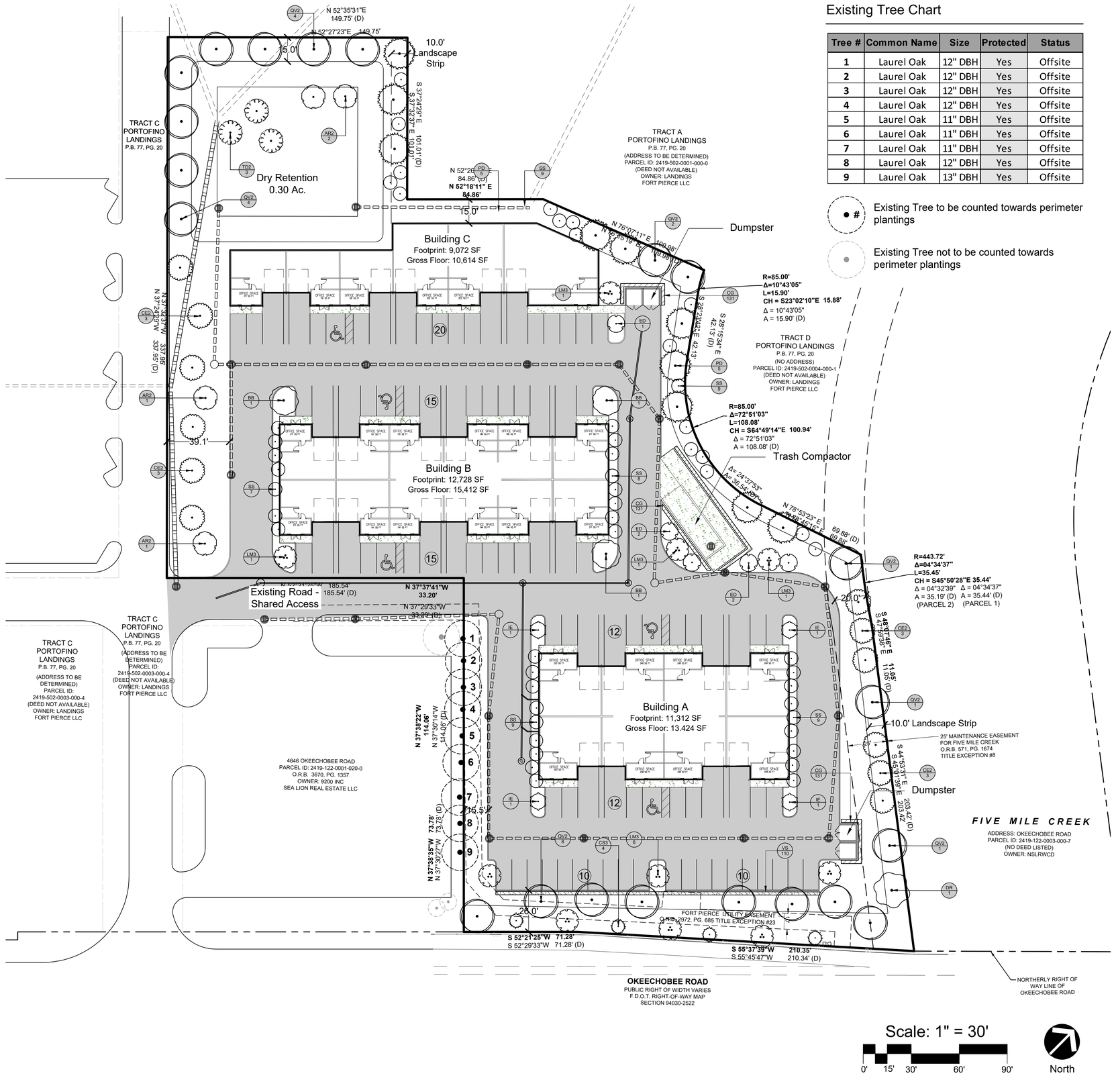
Vehicular Use Area: 53,424 sf

Landscape Area Required: (53,424 sf / 15 sf) = 3,562 sf
Landscape Area Provided: = 16,890 sf

Trees Required: (3,562 LF / 100) = 36 Trees
Trees Provided: = 36 Trees
(25 Trees + 33 Palms (3:1))

Fort Pierce Landscape Notes

1. Plant materials shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2.", State of Florida, Department of Agriculture, Tallahassee.
2. All trees required by this article (excluding palms that are exempt from the grades and standards) shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection.
3. Grass sod shall be clean and free of weeds, pests and diseases.
4. Planting soil for all landscaped areas shall consist of existing soil mixed with fifty (50) per cent recycled top soil. Such planting soil shall be generally indigenous to the locale, free of debris, roots, clay, stones, plants or other foreign materials. The planting soil shall extend to an appropriate depth so as to eliminate any hindrance to planting operations or detriment to good plant growth. Compliance with these soil requirements shall be verified as part of the final inspection.
5. Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf, or three (3) inches of bulk organic mulch or other suitable material which permits percolation and is approved by the department.
6. Do not place any soil or mulch over the root ball. If stakes or guide wires are used to support a tree, the wire must be covered with protective material where it is in contact with the tree and the stakes or guide wires must be removed after one year.
7. All landscaping must be protected from vehicular and pedestrian traffic by the installation of curbing, wheel stops or other protective devices along the perimeter of any landscaping which adjoins vehicular use areas or sidewalks. These protected devices shall have a minimum height of six (6) inches above grade.
8. No parking, display of vehicles or outside storage or display of merchandise is permitted in or over any required landscape area, nor are vehicles permitted to overhang any required landscaped area
9. To minimize traffic hazards at street or driveway intersections, all landscaping installations must provide unobstructed views.
10. Any irrigation system placed on city right-of-way will be the responsibility of the property owner who shall relocate, replace or repair the system as appropriate in the event it is damaged due to permitted construction in the right-of-way
11. Prior to issuance of certificate of occupancy, final landscape installation shall be certified as complete and in conformance to the approved landscape plan by submission of a certification letter by a landscape architect.
12. Property owners shall maintain all required landscaping so that it continues to present a healthy, neat and orderly appearance free of refuse and debris.
13. Vegetation required shall be replaced with equivalent vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same number of living trees.
14. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices so as to assure that the landscaping continues to maintain a healthy, neat and orderly appearance.
15. No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit
16. Removal, trimming, pruning or alteration of any tree or vegetation in an existing utility easement or public right-of-way, provided such work is done by or under the control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within the easement
17. This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place'. For existing or proposed utilities, no tree shall be planted where it could, at a mature height conflict with overhead power lines.
    A. Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
    B. Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
    C. No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
    D. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.



Scale: 1" = 30'

0' 15' 30' 60' 90'

North

Existing Tree Chart

Tree #	Common Name	Size	Protected	Status
1	Laurel Oak	12" DBH	Yes	Offsite
2	Laurel Oak	12" DBH	Yes	Offsite
3	Laurel Oak	12" DBH	Yes	Offsite
4	Laurel Oak	12" DBH	Yes	Offsite
5	Laurel Oak	11" DBH	Yes	Offsite
6	Laurel Oak	11" DBH	Yes	Offsite
7	Laurel Oak	11" DBH	Yes	Offsite
8	Laurel Oak	12" DBH	Yes	Offsite
9	Laurel Oak	13" DBH	Yes	Offsite

Existing Tree to be counted towards perimeter plantings

Existing Tree not to be counted towards perimeter plantings

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Landscape Plan

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REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUGTON LA0000005 STATE OF FLORIDA

Job No.	2022-07
Drawn By	EB
Checked By	MH
Approved By	MH
Submittal Dates	02-01-23
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LP-1

Landscape Notes / Specifications

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL THE REQUIREMENTS STATED UNDER DIVISION 1 - GENERAL REQUIREMENTS AND CONDITIONS AS WELL AS THE SPECIFIC CRITERIA OUTLINED HEREIN AND ON THE LANDSCAPE DRAWINGS INCLUDING ADDENDA AS MAY BE ISSUED BY THE OWNER.

2. THE SCOPE OF WORK FOR THE LANDSCAPE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE THE PROVISION OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ALL TASKS ASSOCIATED WITH THE LANDSCAPE AND IRRIGATION INSTALLATION AS SHOWN ON THE DRAWINGS OR NOTED HEREIN. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE GENERAL CONTRACTOR REASONABLE ACCESS TO POWER AND POTABLE WATER SOURCES AS REQUIRED.

3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING ALL WORK (INCLUDING DELIVERY, STORAGE AND DISPOSAL OF THEIR MATERIALS) IS PERFORMED IN COMPLIANCE WITH APPLICABLE JURISDICTIONAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE WORK.

4. THE LANDSCAPE CONTRACTOR SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE LANDSCAPE ARCHITECT AND SUPERVISE THE WORK AT ALL TIMES THROUGH FINAL OWNER ACCEPTANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PROJECT MANAGER HAS A COMPLETE, CURRENT SET OF DOCUMENTS ON-SITE AT ALL TIMES.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH EXISTING SITE CONDITIONS AND NOTIFYING THE OWNER IN WRITING OF ANY CONCERNS PRIOR TO COMMENCEMENT OF WORK. THIS EVALUATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, VERIFICATION OF SURFACE AND SUBSURFACE UTILITIES, GRADES, DIMENSIONS AND SOIL CONDITIONS.

6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH PROJECT PLANS AND SCOPES OF WORK RELATED TO ASSOCIATED TRADES TO BE PERFORMED BY OTHERS IN ORDER TO IDENTIFY KEY COORDINATION ITEMS INCLUDING, BUT NOT LIMITED TO, SITE ACCESS, MATERIAL STORAGE, SCHEDULING AND SEQUENCING OF WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL SITE ISSUES WITH THE GENERAL CONTRACTOR.

7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT WORK, MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO THEIR ACTIVITIES. THE LANDSCAPE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESULT OF THE EXECUTION OF THEIR WORK.

8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE AREA, MATERIALS AND EQUIPMENT WITHIN THE LIMITS OF WORK IN A SAFE, NEAT AND ORDERLY MANNER. EXCESS MATERIALS AND DEBRIS ARE TO BE REMOVED FROM THE WORK AREA NO LESS THAN WEEKLY OR AS DIRECTED BY THE GENERAL CONTRACTOR.

9. THE LANDSCAPE CONTRACTOR MUST TAKE PRECAUTIONS TO PROTECT ALL EXISTING SITE ROADS PARKING LOTS, CURBS AND UTILITIES FROM DAMAGE. THIS APPLIES NOT ONLY TO THE AREA WITHIN THE LIMITS OF WORK BUT ALSO ALONG ANY LOCAL ACCESS ROADS.

10. THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZE LOCAL PRACTICES.

11. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES (SILT FENCE, ORANGE GEO FENCE AND/OR OTHER MEASURES) ARE INSTALLED PRIOR TO BEGINNING EXCAVATION.

12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PLANT MATERIALS AND THE PLANTING AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER.

13. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE AGRONOMIC EVALUATION OF SOIL CHARACTERISTICS. EVALUATION MUST INCLUDE CHEMICAL ANALYSIS BY A QUALIFIED AGRICULTURAL SOILS TESTING LABORATORY (CERTIFIED IN THE STATE OF FLORIDA). SOILS SAMPLE SHOULD BE TAKEN IMMEDIATELY FOLLOWING COMPLETION OF ROUGH GRADING ACTIVITIES AND SHOULD BE COLLECTED AT A RATE ON ONE SAMPLE FOR EACH 5,000 SQUARE FEET OF IMPACTED AREA, OR A TOTAL OF SIX, WHICHEVER IS GREATER. AT A MINIMUM THE CHEMICAL ANALYSIS OF THE SOIL SHOULD CONSIDER THE FOLLOWING:

- A. PERCENTAGE OF ORGANIC MATTER
- B. SALINITY
- C. PH
- D. LIME CONTENT
- E. MINERAL NUTRIENTS INCLUDING CONCENTRATIONS OF NITROGEN, PHOSPHOROUS, POTASSIUM, CALCIUM, MAGNESIUM, IRON, ZINC, MANGANESE, COPPER, SULFUR, AND MOLYBDENUM.
- F. POTENTIAL HAZARDS OR IMPEDIMENTS FOR PLANT GROWTH INCLUDING SALINITY, SODIUM CHLORIDE, BORON, IMPAIRED SOIL STRUCTURE OR DRAINAGE.
- F. SAND FRACTION ANALYSIS AS A PERCENTAGE PASSING THROUGH 1', ¡ , AND NO. 200 SIEVES
- H. PERCOLATION RATE IN INCHES PER HOUR.

THE ANALYSIS SHOULD ALSO INCLUDE SPECIFIC RECOMMENDATIONS TO THE OWNER FOR ANY AMENDMENTS AND BACKFILL MIXES FOR OPTIMAL PLANT GROWTH TO BE MADE TO THE SOILS PRIOR TO PLANTING. THE CONTRACTOR SHOULD INCLUDE THE COST FOR SOIL AMENDMENTS. THE CONTRACTOR IS TO PROVIDE THE OWNER WITH COPIES OF ALL SOIL TESTING RESULTS. SUBMITTAL DOCUMENTATION MUST ALSO CONTAIN A GRAPHIC SITE PLAN DEPICTING LOCATIONS FROM WHICH EACH SAMPLE WAS DRAWN.

14. THE LANDSCAPE CONTRACTORS BASE BID FOR SOIL PREPARATION IS TO INCLUDE THE FOLLOWING WITH THE UNDERSTANDING THAT MIX DESIGN MAY NEED TO BE ADJUSTED BASED ON OUTCOME OF AGRONOMIC TESTING.

- A. TREES: 100% SITE SOIL WITH 5LB. TRIPLE SUPER PHOSPHATE PER CU. YD.
- B. SHRUBS: 100% SITE SOIL WITH OSMOCOTE CONTROLLER RELEASE FERTILIZER (14-14-14) PER MANUFACTURER'S RECOMMENDATION.
- C. THE SOILS TEST RESULTS TAKE PRECEDENCE OVER THE ITEMS NOTED IN A AND B ABOVE.

15. SHOULD OWNER AND LANDSCAPE CONTRACTOR AGREE WITH THE RECOMMENDATION OF THE TESTING AGENCY TO FURTHER AMEND THE SOILS THE CONTRACTOR'S CONTRACT WILL BE ADJUSTED ACCORDINGLY. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT SAMPLES OF AMENDED SOILS TO BE RE-TESTED TO CONFIRM COMPLIANCE WITH RECOMMENDATIONS FOLLOWING THE SAME PROCEDURES AS THE ORIGINAL TESTS.

16. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF EACH PLANT MATERIAL REQUIRED TO ADEQUATELY COVER THE AREA SHOWN ON THE LANDSCAPE PLANS AT THE PRESCRIBED SPACING AND NOTIFYING THE OWNER IMMEDIATELY OF ANY PERCEIVED DISCREPANCIES FOR RESOLUTION. THE PLANT SPACING CONTROLS BED LAYOUT, NOT THE PLAN QUANTITY FOR THAT PARTICULAR BED.

FINE GRADING NOTES

1. FINISHED GRADE IN PLANTING AREAS SHALL BE HELD 3" BELOW THE FINISHED ELEVATIONS SHOWN FOR ALL ADJACENT HARDSCAPE SURFACES.

2. ALL FILL REQUIRED SHALL BE CLEAN, WELL DRAINING SOIL. FILL SHALL BE CLEAN AND FREE OF ALL MATERIAL HARMFUL TO PLANT GROWTH AND DELETERIOUS MATERIAL SUCH AS ROCKS (LARGER THAN 2" DIA.), COMPACTED CLAY, ROADBED OR SURFACING MATERIAL, MUCK, ROOTS AND BRANCHES. ETC.

3. THE LANDSCAPE CONTRACTOR IS TO ENSURE THAT THEIR WORK DOES NOT ADVERSELY IMPACT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

INSTALLATION NOTES

1. PLANT AND LANDSCAPE MATERIALS SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1, AS GIVEN IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, AS PREPARED BY THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.
2. A 3" THICK LAYER OF ORGANIC NON-CYPRESS MULCH SHALL BE APPLIED TO ALL LANDSCAPE AND PLANTING AREAS.
3. ALL EXOTIC VEGETATION TO BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
4. THIS PLAN HAS BEEN DESIGNED TO MEET WITH THE TREE PLANTING REQUIREMENTS CONTAINED WITHIN THE FPL DOCUMENT ENTITLED "PLANT THE RIGHT TREE IN THE RIGHT PLACE."
5. FOR EXISTING OR PROPOSED UTILITIES, NO TREE SHALL BE PLANTED WHERE IT COULD, AT MATURE HEIGHT, CONFLICT WITH OVERHEAD POWER LINES. LARGE TREES [HEIGHT AT MATURITY OF MORE THAN THIRTY (30) FEET] SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF THIRTY (30) FEET FROM THE NEAREST OVERHEAD POWER LINE. MEDIUM HEIGHT TREE [HEIGHT AT MATURITY BETWEEN TWENTY (20) AND THIRTY (30) FEET] SHALL BE OFFSET AT LEAST TWENTY (20) FEET AND SMALL TREES [HEIGHT AT MATURITY OF LESS THAN (20) FEET] REQUIRE NO OFFSET.
6. NO TREE, SHRUBS, HEDGES OR VINES SHALL BE PLANTED WITHIN FIVE (5) FEET OF ANY EXISTING OR PROPOSED UTILITY POLE, GUY WIRE OR-PAD MOUNTED TRANSFORMER. PALMS SHOULD BE PLANTED AT A DISTANCE E UAL TO OR GREATER THAN THE AVERAGE FRONT LENGTH PLUS TWO (2) FEET FROM POWER LINES.
7. WETLAND BUFFERS, BUFFER PROTECTION AREAS, AND UPLAND PRESERVE AREAS SHALL BE PROTECTED FROM EXCAVATION, CONSTRUCTION, AND OTHER BUILDING MAINTENANCE ACTIVITIES.
8. TREES TO REMAIN DURING CONSTRUCTION SHALL BE PROTECTED AND BARRICADED. SEE TREE PROTECTION NOTE.
9. FERTILIZER SHALL BE COMPLETE WITH APPROXIMATELY THE FOLLOWING RATIO: 3N-1P-3K (+1MG FOR PALMS ONLY)
10. TREES AND PALMS ARE TO BE PLANTED IN ACCORDANCE TO LANDSCAPE PLAN. GOOD HORTICULTURAL PRACTICES MUST BE OBSERVED.
11. TREES AND PALMS ARE TO BE PLANTED IN THE RIGHT-OF-WAY (ROW) AT A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB AT LOCATIONS IDENTIFIED ON THE LANDSCAPE PLAN. AWARDED BIDDER SHALL STAKE AND/OR PAINT PLANTING LOCATIONS IN THE FIELD. UPON APPROVAL BY THE CUSTOMER, THESE AREAS SHALL BE SPRAYED WITH AN APPROVED HERBICIDE AND MAINTAINED WEED-FREE FOR THE DURATION OF THE PROJECT.
12. EXCAVATE PLANTING HOLES WITH VERTICAL SIDES. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES. MAKE EXCAVATIONS TWICE AS WIDE AS THE ROOT BALL DIAMETER AND SLIGHTLY LESS (TWO INCHES) THAN THE DISTANCE BETWEEN THE TOP-MOST ROOT IN THE ROOT BALL AND THE BOTTOM OF THE ROOT BALL. ALTERNATIVELY, EXCAVATE THE HOLE SLIGHTLY WIDER THAN THE ROOT BALL AND PLACE THE ROOT BALL IN THE HOLE SO THE TOP-MOST ROOT IS EVEN WITH OR SLIGHTLY (2 INCHES) HIGHER THAN THE SURROUNDING LANDSCAPE GRADE. THEN, LOOSEN THE SURROUNDING SOIL OUT TO A DIAMETER EQUAL TO TWICE THE DIAMETER OF THE ROOT BALL. FINALLY, PUSH THE LOOSENED SOIL TOWARD THE ROOT BALL TO FILL THE HOLE.

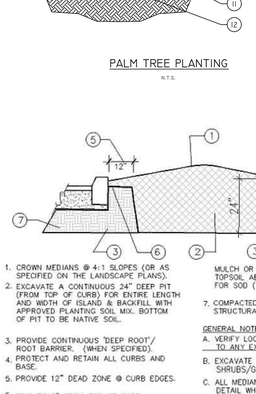
    IF WATER FILLS THE BOTTOM OF THE PLANTING HOLE, ADD SOIL TO THE BOTTOM OF THE HOLE UNTIL THE WATER IS COVERED. PACK THIS ADDED SOIL FIRMLY. PLACE THE ROOT BALL ON THIS PACKED, SOLID SOIL, NOT IN WATER. NO PART OF THE ROOT BALL SHALL BE PLACED IN WATER. IF NECESSARY, BRING IN SOIL SIMILAR TO SITE SOIL TO COVER THE SIDES OF THE ROOT BALL, CREATING A RAISED MOUND. THE BASE OF THE MOUND (I.E. THE OUTER DIAMETER) CREATED SHALL BE AT LEAST SIX TIMES THE DIAMETER OF THE ROOT BALL.

    WHEN PLANTING ON A SLOPE, THE TOP-MOST MAIN ROOT IN THE ROOT BALL SHALL BE EVEN WITH THE GRADE ON THE UPHILL SIDE OF THE TREE. SITE SOIL WILL NEED TO BE ADDED ON THE DOWNHILL SIDE TO COVER THE SIDES OF THE ROOT BALL AND TO CONSTRUCT THE SOIL BERM TO HOLD WATER. THE AMOUNT OF SOIL ADDED ON THE DOWNHILL SIDE WILL DEPEND ON THE SLOPE AND SIZE OF THE ROOT BALL.
13. REMOVE ALL WOOD, PLASTIC, OR GRO-BAGS FROM THE ROOT BALL. SET PLANTS IN CENTER OF HOLES WITH THE TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISHED LANDSCAPE GRADES AND PLUMB THE TREE SO THE TRUNK IS VERTICAL. BACKFILL FIELD SOIL AROUND SIDES OF ROOT MASS AND WORK EACH LAYER TO SETTLE AND ELIMINATE VOIDS AND AIR POCKETS. MATERIAL MUST BE WATERED IN AS PLANTED. PROVIDE APPROXIMATELY 5 GALLONS OF WATER PER INCH OF TRUNK CALIPER TO THE ROOT BALL ONCE ALL BACKFILL IS FILLED IN AROUND THE ROOT BALL.
14. PROVIDE A 2-3" HIGH SOIL BERM AROUND THE EDGE OF ROOT BALL TO FORM A SHALLOW SAUCER TO COLLECT WATER. THE WATERING SAUCER, REGARDLESS OF HOLE SIZE, IS TO BE AT EDGE OF ROOT BALL. ALTERNATIVELY, COBRA EDGING IS TO BE INSTALLED AT THE EDGE OF THE ROOT BALL.
15. BROADCAST OVER THE ROOT BALL AND BACKFILL SOIL, AT THE RECOMMENDED RATE, A BROAD-SPECTRUM PRE-EMERGENT HERBICIDE PRIOR TO MULCHING.
16. APPLY A CONTROLLED-RELEASE FERTILIZER TO THE SOIL SURFACE UNDER THE MULCH AT 1LB. NITROGEN PER 1000 FT2, PRIOR TO MULCHING. NO OTHER AMENDMENTS ARE NECESSARY.
17. ON TREES UP TO 4" CALIPER, APPLY A THREE (3) -INCH LAYER OF MULCH TO AN EIGHT (8) -FOOT DIAMETER CIRCULAR AREA AROUND THE TRUNK. ON LARGER CALIPER TREES, APPLY A TWO (2) -FOOT DIAMETER MULCH AREA FOR EACH INCH OF TRUNK CALIPER. NO MULCH SHALL BE APPLIED TO THE INNER HALF OF THE ROOT BALL SURFACE.
18. TREES AND PALMS ARE TO BE SECURED BY AWARDED BIDDER AS SHOWN IN EXHIBITS A-C, (NOTE: STAKING IS OPTIONAL FOR MORE PROTECTED LOCATIONS).
19. A REPRESENTATIVE WILL INSPECT TREES AND PALMS DURING INSTALLATION. MATERIAL THAT IS IN SHOCK OR HAS BEEN DAMAGED DURING INSTALLATION SHALL BE REPLACED BY AWARDED BIDDER WITHIN FIVE (5) WORKING DAYS FROM NOTIFICATION.
20. REMOVE FROM WORK SITE ALL EXCESS MATERIALS (E.G., SOIL, DEBRIS AND EQUIPMENT) DAILY THROUGH DURATION OF PROJECT. DAMAGES RESULTING FROM INSTALLATION SHALL BE REPAIRED BY AWARDED BIDDER.
21. PRUNING: IF THERE IS A DOUBLE LEADER IN THE TOP HALF OF THE TREE, SHORTEN ONE, BY ABOUT ONE-HALF, BACK TO A LIVE BRANCH THAT POINTS AWAY FROM THE TREE AND IS AT LEAST ONE-THIRD THE DIAMETER OF THE CUT LEADER. REMOVE BROKEN PORTIONS OF DAMAGED BRANCHES BACK TO A LIVE LATERAL BRANCH.
22. REMOVE ALL STRING OR WIRE WRAPPED AROUND THE TRUNK. REMOVE ALL STRAPS, ROPE AND STRING USED TO LIFT THE ROOT BALL. REMOVE ALL BURLAP AND WIRE FROM THE TOP OF THE ROOT BALL.

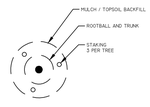
ACCEPTANCE NOTES

1. INSPECTION TO DETERMINE ACCEPTANCE OF PLANTED AREAS WILL BE MADE BY THE CUSTOMER REPRESENTATIVE UPON AWARDED BIDDER'S REQUEST. PROVIDE NOTIFICATION A MINIMUM OF FIVE (5) WORKING DAYS BEFORE REQUESTED INSPECTION DATE.

    PLANTED AREAS WILL BE ACCEPTED PROVIDED ALL REQUIREMENTS, INCLUDING MAINTENANCE, HAVE BEEN SATISFIED AND PLANT MATERIALS ARE IN A HEALTHY, VIGOROUS CONDITION.
2. THE CUSTOMER REPRESENTATIVE WILL PREPARE A "PUNCH LIST" OF THOSE ITEMS, WHICH MUST BE CORRECTED BEFORE RE-INSPECTION FOR FINAL ACCEPTANCE. THE REPRESENTATIVE WILL DETERMINE AN APPROPRIATE TIME PERIOD FOR CORRECTIONS. AWARDED BIDDER MUST REQUEST RE-INSPECTION TWO (2) WORKING DAYS IN ADVANCE.

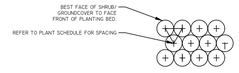


PALM TREE PLANTING
N.T.S.



PLAN

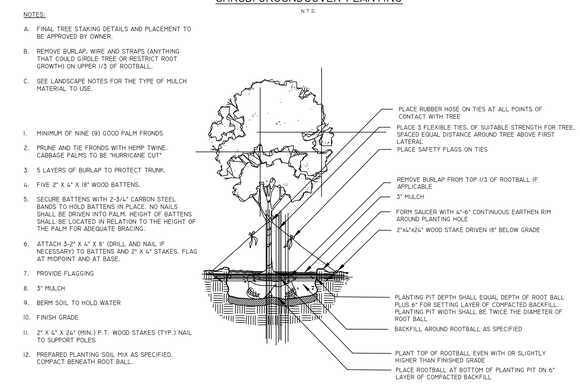
SECTION



PLAN

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.

SHRUB/GROUNDCOVER PLANTING
N.T.S.



TREE PLANTING DETAIL
N.T.S.

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

1. MINIMUM OF NINE (9) GOOD PALM FRONDS
2. PRUNE AND TIE FRONDS WITH HEMP TWINE. CABBAGE PALMS TO BE "HURRICANE CUT"
3. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
4. FIVE 2" X 4" X 18" WOOD BATTENS.
5. SECURE BATTENS WITH 2-3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
6. ATTACH 3-2" X 4" X 8' (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. FLAG AT MIDPOINT AND AT BASE.
7. PROVIDE FLAGGING
8. 3" MULCH
9. BERM SOIL TO HOLD WATER
10. FINISH GRADE
11. 2" X 4" X 24" (MIN.) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES
12. PREPARED PLANTING SOIL MIX AS SPECIFIED. COMPACT BENEATH ROOT BALL.

1. CROWN MEDIANS @ 4:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING SOIL MIX. BOTTOM OF PIT TO BE NATIVE SOIL.
3. PROVIDE CONTINUOUS "DEEP ROOT"/ ROOT BARRIER. (WHEN SPECIFIED).
4. PROTECT AND RETAIN ALL CURBS AND BASE.
5. PROVIDE 12" DEAD ZONE @ CURB EDGES.
6. PROVIDE 2" FROM TOP OF CURB TO FINISH GRADE TO ALLOW FOR MULCH OR SOD. PROVIDE 4" MINIMUM TOPSOIL ABOVE COMPACTED SUBGRADE FOR SOD (TYP.).
7. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).

GENERAL NOTES

A. VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION ACTIVITY.

B. EXCAVATE ENTIRE AREA UNDER ALL SHRUBS/GROUNDCOVER/TREES.

C. ALL MEDIANS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS OR DO NOT MEET LOCAL REQUIREMENTS.

TYPICAL LANDSCAPE MEDIAN
SECTION N.T.S.

SHRUB SCHEDULE				
SHRUB AREAS	QTY	COMMON / BOTANICAL NAME	SIZE	SPACING
CG	131	Small Leaf Clusia / Clusia guttifera	3 gal., 24" Ht. min., Full	24" o.c.
VS	106	Sandankwa Viburnum / Viburnum suspensum	3 gal., 24" Ht. min., Full	24" o.c.

TREE SCHEDULE					
TREES	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE
	AR2	4	Florida Flame Red Maple / Acer rubrum `Florida Flame`	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	BB	3	Shady Lady Black Olive / Bucida buceras 'Shady Lady'	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	No
	CE2	12	Green Buttonwood / Conocarpus erectus	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	CS3	4	Silver Buttonwood / Conocarpus erectus sericeus	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	DR	1	Royal Poinciana / Delonix regia	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	No
	ED	5	Japanese Blueberry Tree / Elaeocarpus decipiens TM	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	No
	IE	4	Eagleston Holly / Ilex x attenuata `Eagleston`	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	LM3	10	Lavender Crape Myrtle / Lagerstroemia x `Muskogee`	2.5" DBH, 12` Ht. x 5` Spr. Min., Multi-trunk, 5` ct.	No
	PD	10	Slash Pine / Pinus elliottii densa	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	QV2	21	Southern Live Oak / Quercus virginiana	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	TD2	3	Bald Cypress / Taxodium distichum	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
PALMS	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE
	SS	51	Cabbage Palmetto / Sabal palmetto	30% @ 12` ct., 35% @ 15` ct., 35% @ 18` ct., Stagger Hts. within groups	Yes

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4646 Okeechobee Rd. Commercial
City of Fort Pierce Florida
Landscape Specifications

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REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUSTON LA0000905 STATE OF FLORIDA

Job No. 2022-07
Drawn By EB
Checked By MH
Approved By MH
Submittal Dates 02-01-23

Revision Dates

LP-2

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

4646 OKEECHOBEE ROAD

ENVIRONMENTAL ASSESSMENT

Prepared For:

LAND AMERICA

Prepared By:

EW CONSULTANTS, INC.

December 2022
© 2022 EW Consultants, Inc.

1000 SE Monterey Commons Boulevard, Ste 208 Stuart, FL 34996
772-287-8771 • Fax 772-287-2988

www.ewconsultants.com

I. INTRODUCTION –

This Environmental Assessment Report details the land covers present on a piece of improved land located at 4646 Okeechobee Road in the City of Fort Pierce, Florida. In particular, this report focuses on the potential listed species which may be found within the open grassed areas of the subject site.

The 3.57-acre project site is located north of and adjacent to Okeechobee Road, just east of McNeill Road, and south of the Portofino Landings project (see Figure 1 in Appendix A, Location Map). It lies within Section 19, Township 35S, Range 40E, as shown on Figure 2 in Appendix A, USGS Quadrangle Map.

II. GENERAL PROPERTY DESCRIPTION –

Based on a December 2022 site visit conducted by staff from EW Consultants, Inc., the majority of the property is improved (paved parking lot) with no vertical construction. There are open areas of mowed grass generally located along the eastern portions of the property, as well as within the parking lot islands. The northwestern portion of the site includes a small portion of the Portofino Landings project (parking spaces and a dumpster).

The project site is bounded by Okeechobee Road to the south, commercial development to the west (a Shell gas station and a Tractor Supply store), the Portofino Landings multi-family residential project to the north, and Fivemile Creek (a North St. Lucie River Water Control District canal) to the east. Figure 3 in Appendix A is a 2021 aerial photo of the subject property and immediate surroundings.

III. SOIL TYPES –

A Soils Report produced by the United States Department of Agriculture/Natural Resources Conservation Service is provided in Appendix B of this report. Any natural soil types are likely heavily altered due to the improvement of the project site from past development activities.

IV. EXISTING LAND COVER TYPES –

The land cover types on the subject property have been classified in accordance with the Florida Land Use & Cover Classifications System developed by the Florida Department of Transportation. The site has one land cover type: #192 - Inactive Lands with Street Patterns but without Structures. This land cover consists of the paved remnant parking lot on-site as well as the grassed areas to the east. Grasses consist mainly of ruderal species such as cogon grass, Bahia, Bermuda, smutgrass, guinea grass, limpo grass, Spanish needles, ragweed, rattlebox, bushy broomsedge, among others. Along the north property line is a black chain-link fence with Brazilian pepper and green buttonwood bushes at its base. There are no intact native wetland or upland habitat on-site.

Figure 4 in Appendix A provides an aerial view and nomenclature for the land cover type described.

V. SPECIMEN NATIVE TREES

There are no mature native tree species on the subject site; therefore there are no native trees which meet the City's protection standards. Planted laurel oaks exists adjacent to the project site in the southwest portion of the property. These trees are part of the landscaping for the adjacent Shell gas station.

VI. LISTED SPECIES DISCUSSION

During the field assessment of the property in December of 2022, observations were made for the presence or potential presence of listed fauna. Although the site is largely developed/paved, the open grassed areas with sandy soils provide potential foraging and burrowing habitat for state threatened gopher tortoise.

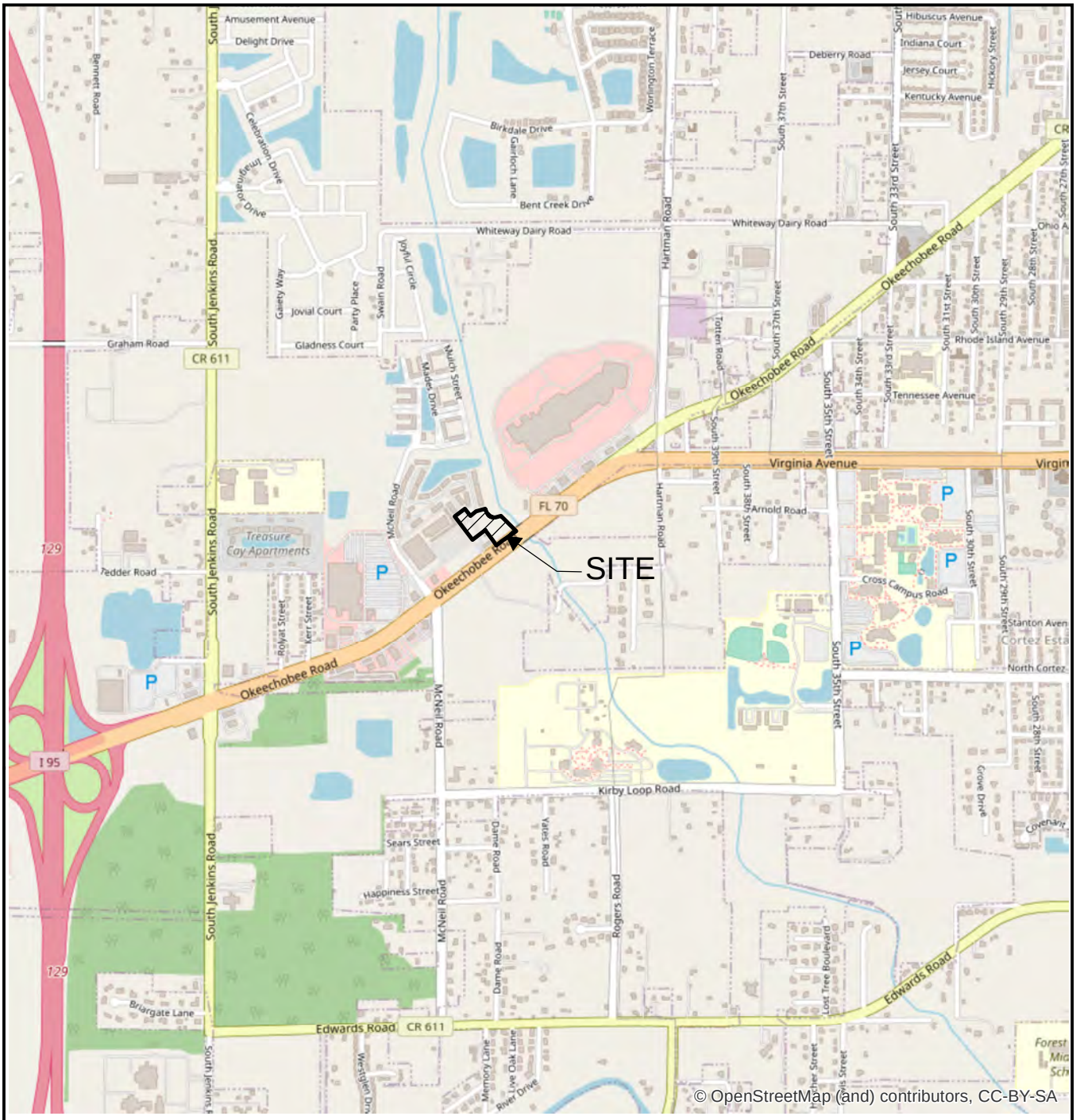
No potentially occupied burrows of this species were observed during the recent site visit. This survey is valid for 90 days and must be updated prior to land alteration activities.

Non-listed species observed on and near the site included a snipe flushed from the high grass, black vultures in-flight, and an osprey observed perched on top of a powerline pole on the east side of Fivemile Creek northeast of the project site. No other wildlife species were observed on-site at the time of the field reconnaissance in December 2022.

APPENDIX A

Maps and Figures:

Figure 1: Location Map
Figure 2: USGS Quadrangle Map
Figure 3: 2021 Aerial Photograph
Figure 4: Land Cover/FLUCCS Map



LEGEND

▨ - SITE (3.6+/- AC)

0 2,000 Feet

N

4646 OKEECHOBEE ROAD LOCATION

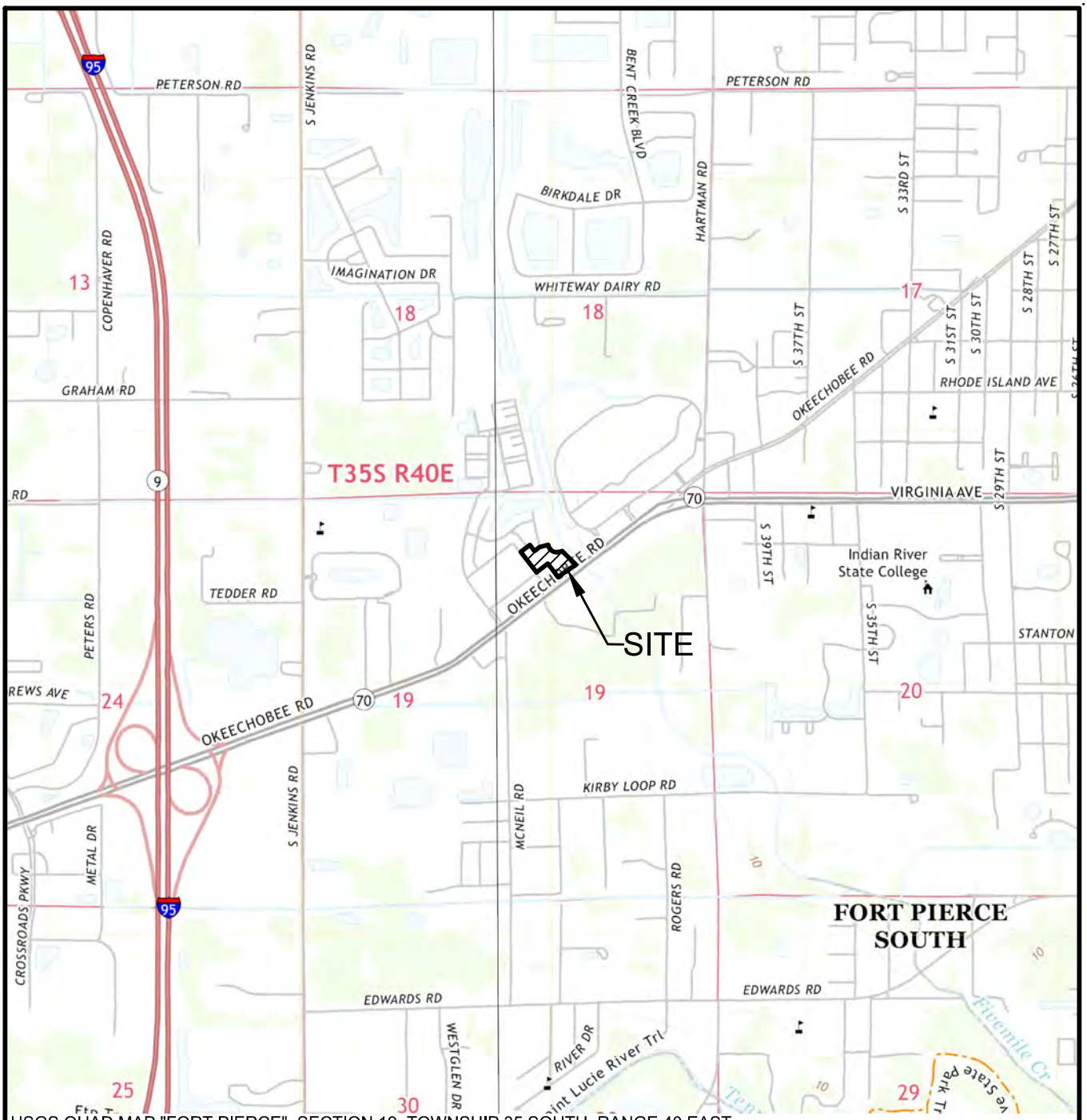
EW CONSULTANTS, INC.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

DEC 2022

FIGURE

1



USGS QUAD MAP "FORT PIERCE", SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST,
CITY OF FORT PIERCE, ST LUCIE COUNTY, FLORIDA LATITUDE 27°25'24.50" LONGITUDE -80d22'22.78"

LEGEND

- SITE (3.6± AC)

0 2000

SCALE IN FEET

4646 OKEECHOBEE ROAD

QUAD MAP

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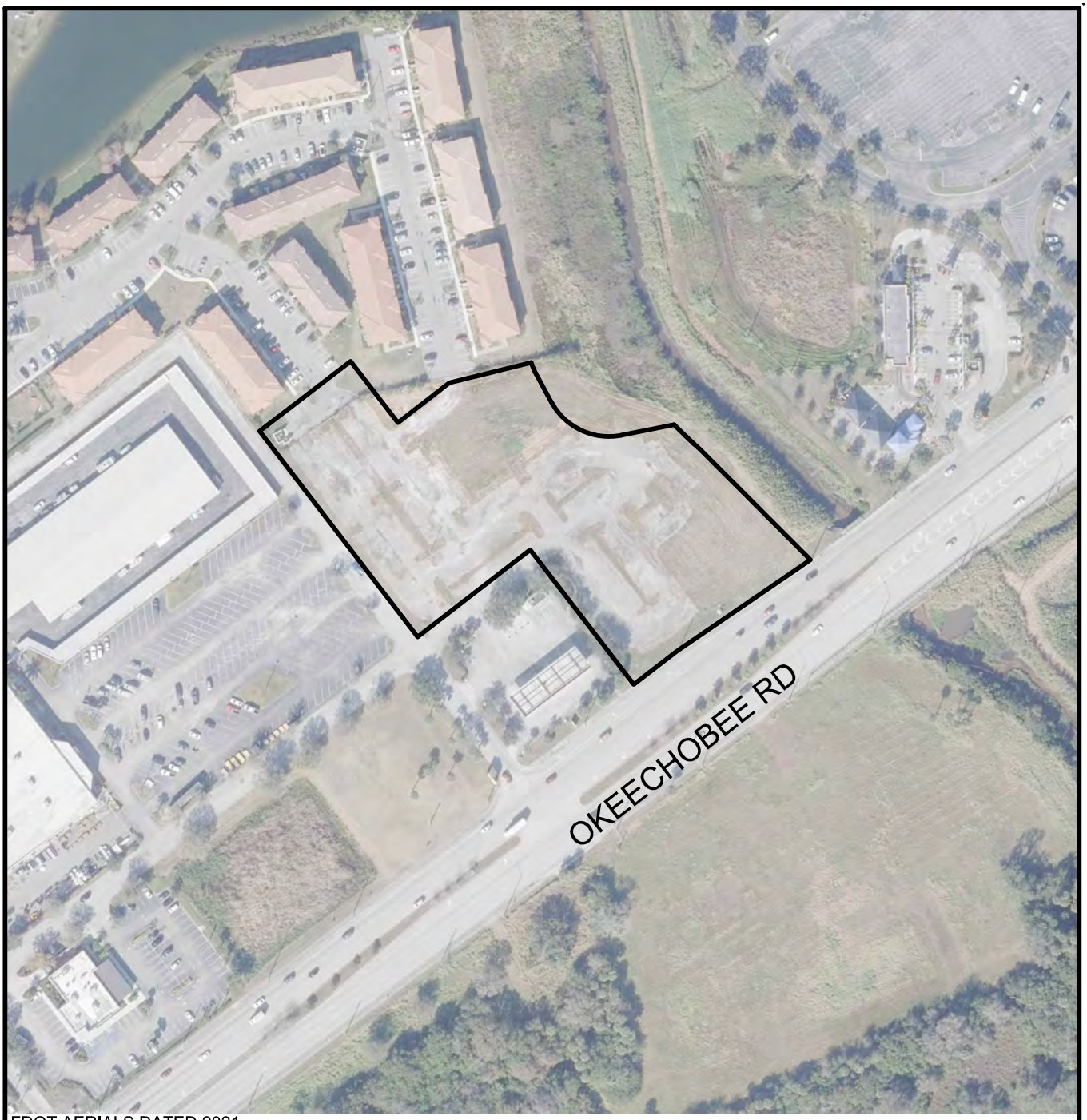
FIGURE

2

4646 Okeechobee Rd.dwg QUAD



FDOT AERIALS DATED 2021

0 200
SCALE IN FEET

4646 OKEECHOBEE ROAD

AERIAL

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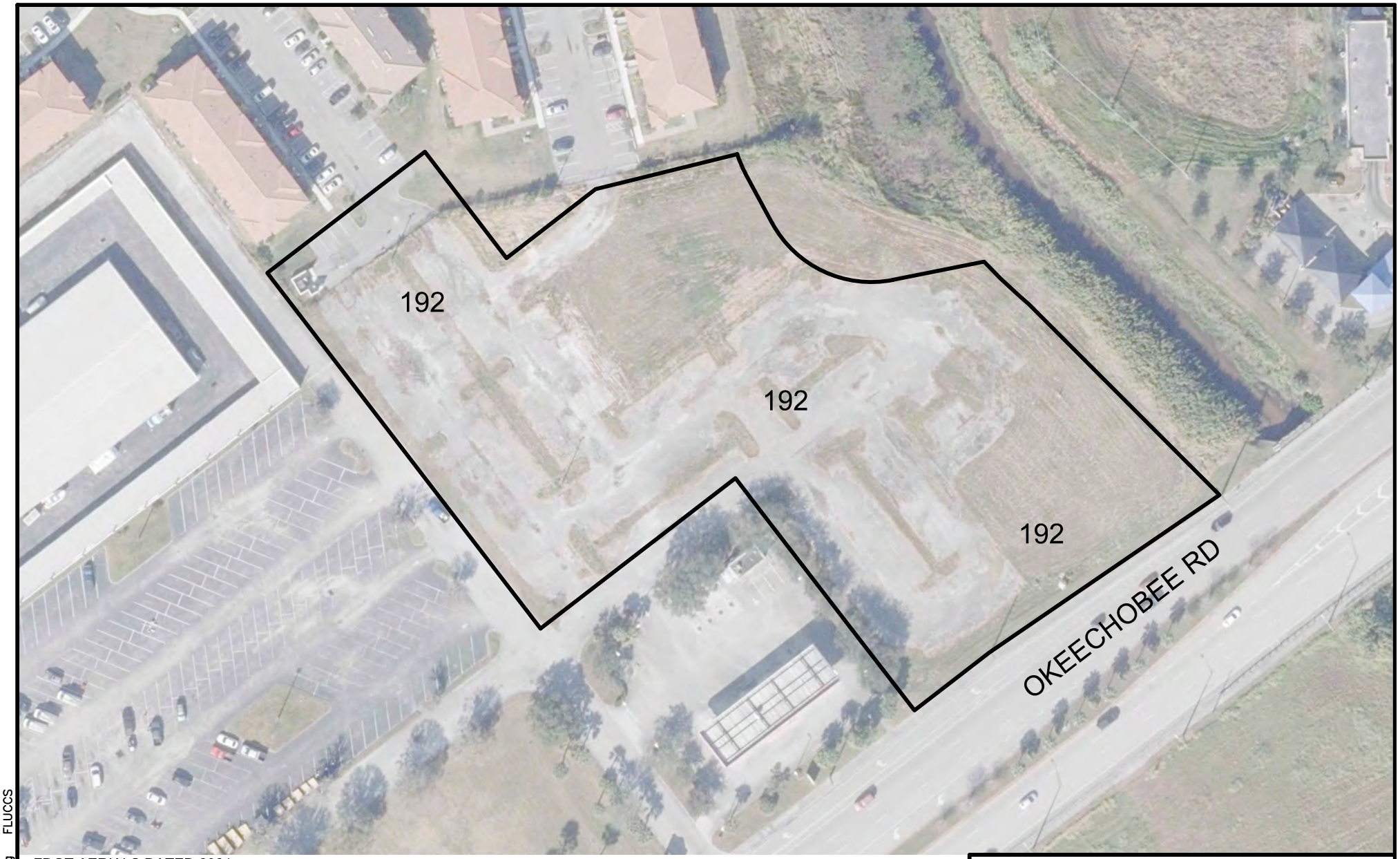
FIGURE
3

4646 Okeechobee Rd.dwg AERIAL



FDOT AERIALS DATED 2021

LEGEND
192 - INACTIVE LAND WITH STREET PATTERNS BUT WITHOUT STRUCTURES (3.6± AC)

0 100
SCALE IN FEET

4646 OKEECHOBEE ROAD FLUCCS

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DEC 2022
FIGURE 4

4646 Okeechobee Rd.dwg FLUCCS

APPENDIX B

NRCS Custom Soils Report

Soil Map—St. Lucie County, Florida
(4646 OKEECHOBEE ROAD)

Map Scale: 1:1,200 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 15 30 60 90

Feet
0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 16, Sep 2, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
38	Riviera fine sand, 0 to 2 percent slopes	3.5	98.8%
55	Winder loamy sand	0.0	1.2%
Totals for Area of Interest		**3.6**	**100.0%**

O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

4646 Okeechobee

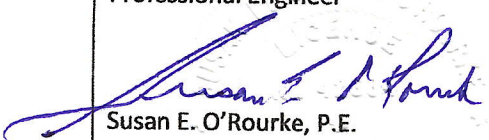
Prepared for:

Mr. Alejandro Zurita
Land America, LLC
C/O Pugliese Company
Pugliese Corporate Center
101 Pugliese's Way, Suite 200
Delray Beach, FL 33444

Prepared by:

O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, Florida 34994
772-781-7918

December 16, 2022
SR22121.0

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: 12/16/2022 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

December 16, 2022

Mr. Alejandro Zurita
Land America, LLC
C/O Pugliese Company
Pugliese Corporate Center
101 Pugliese's Way, Suite 200
Delray Beach, FL 33444

Re: 4646 Okeechobee

Dear Mr. Zurita:

O'Rourke Engineering & Planning has completed the analysis of the proposed warehouse development located west of McNeil Road and north of Okeechobee Road in Ft. Pierce, 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

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PROJECT DISTRIBUTION/ ASSIGNMENT/ IMPACT	4
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APPENDIX B: St. Lucie County 2022 Level of Service Report
APPENDIX C: Growth Rate & Background Projects

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed warehouse development located west of McNeil Road and north of Okeechobee Road in Ft. Pierce, St. Lucie County, Florida. The purpose of this report is to determine the project's impact on the surrounding roadway system.

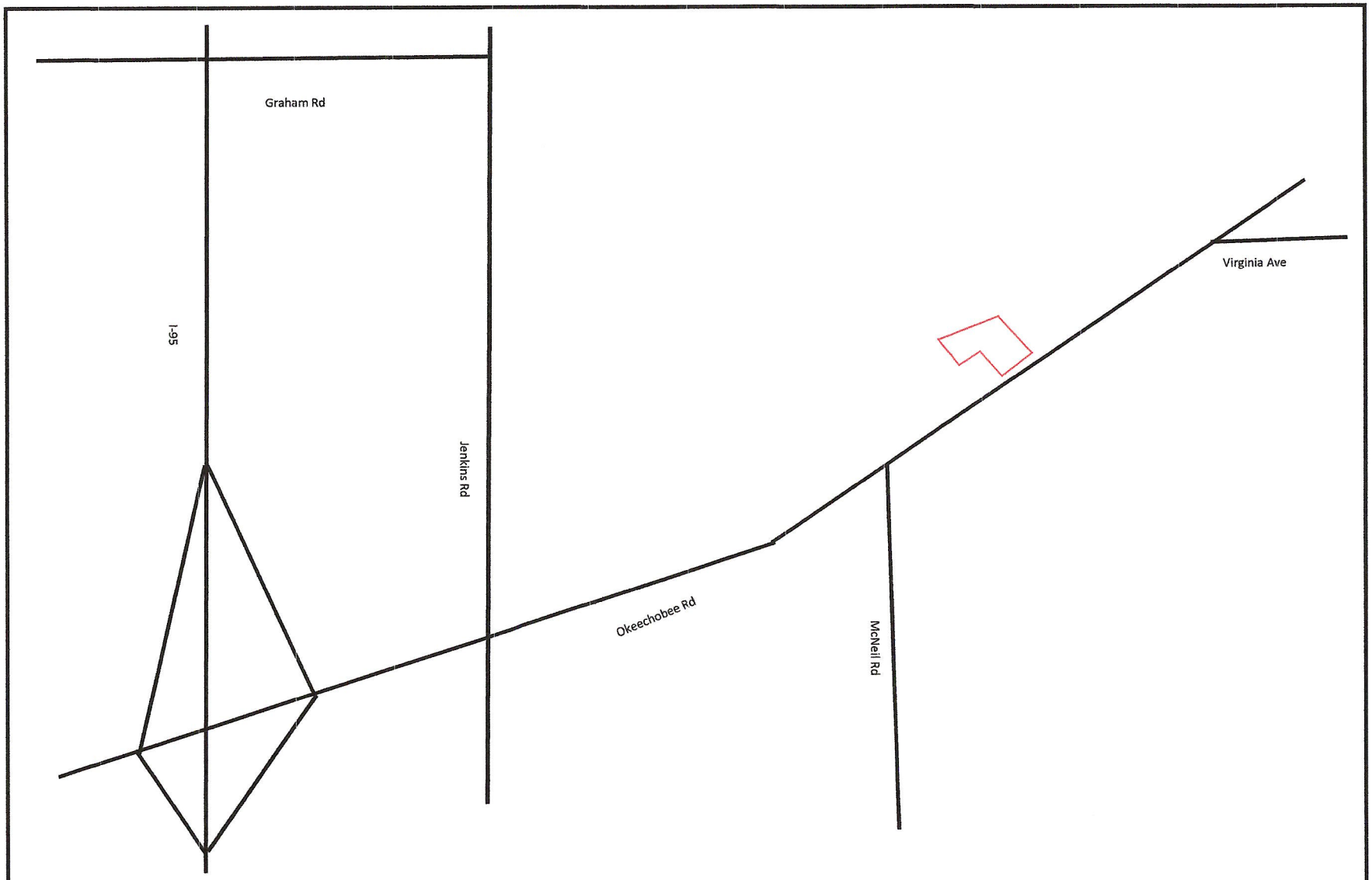
In order to make the determination that the project complies with County Concurrency Guidelines, the following analytical steps were taken:

- 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 located west of McNeil Road and north of Okeechobee Road in Ft. Pierce, St. Lucie County, Florida, will consist of a 39,450 square foot Warehouse on approximately 3.57 acres. The site is currently vacant. The project location is shown in **Figure 1**.



N NTS O'ROURKE ENGINEERING & PLANNING 22 SE Seminole Street Stuart, Fl, 34994 Job Number: Date:	Legend = Project Location	Figure 1 Project Location 4646 Okeechobee

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.

- Okeechobee Road is a multi-lane divided arterial roadway with an east/west alignment. It is four-lane divided west of Kings Highway and east of Virginia Avenue. It is six-lane divided from Rolyat Street to Virginia Avenue and from Kings Highway to I-95. There is an eight-lane divided section from east of I-95 to Rolyat Street. There are numerous extended turn lanes and freeway auxiliary lanes.

Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the St. Lucie County TPO Traffic Counts and Level of Service Report 2022 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 St. Lucie 2022 Level of Service Report was used to establish capacity. This document is 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 Warehouse. These calculations are shown in **Tables 1a, 1b, and 1c**.

Trip generation reference material are included in the latter half of Appendix B.

As shown, the project will generate 101 net new daily trips. There will be 7 net new AM peak hour trips with 5 entering the project and 2 trips exiting the project. There will be 7 net new PM peak hour trips with 2 trips entering the project and 5 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 Significant is defined as 1% or more on an adjacent link and 3% or more on all other links. As shown, the project is insignificant on the links.

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
Warehousing	150	39,450	Sft	T = 1.58(X) + 38.29	50%	50%	51	50	101
TOTAL		**39,450**					**51**	**50**	**101**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

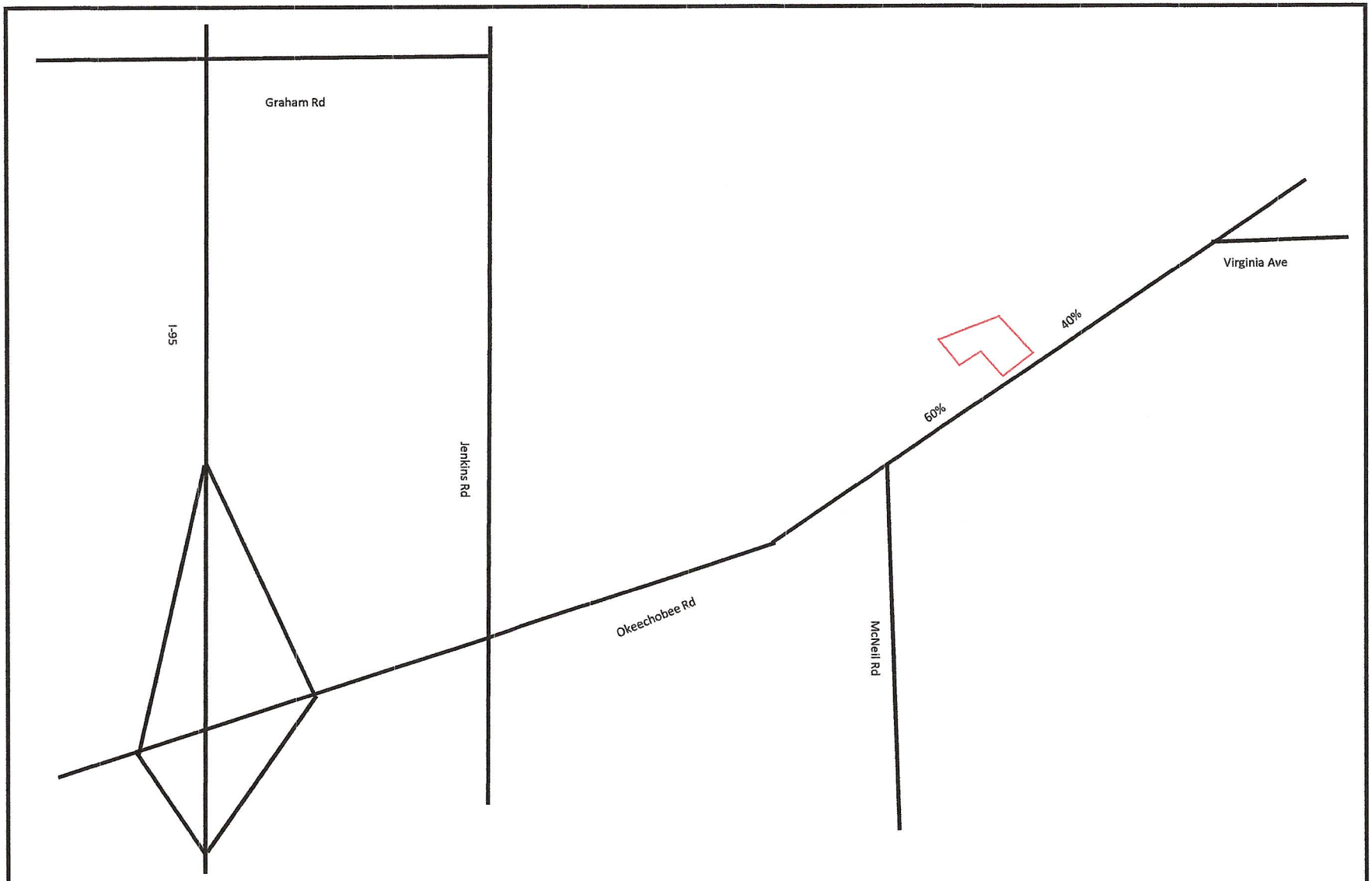
Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Warehousing	150	39,450	Sft	T = 0.17(X)	77%	23%	5	2	7
TOTAL		**39,450**					**5**	**2**	**7**

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
Warehousing	150	39,450	Sft	T = 0.18(X)	28%	72%	2	5	7
TOTAL		**39,450**					**2**	**5**	**7**

Source: ITE 11th Edition Trip Generation Rates



NTS

O'ROURKE ENGINEERING & PLANNING

22 SE Seminole Street
Stuart, Fl, 34994

Job Number:

Date:

Legend

= Project Location

Figure 2

Percent Assignment

4646 Okeechobee

TABLE 2a - Project Percent Impact - AM

Segment	From	To	Lanes	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
Okeechobee Rd	McNeil Rd	Project Access	8LD	EB	IN	NO	3,170	3	0.09%	60%
	McNeil Rd	Project Access	8LD	WB	OUT	NO	3,170	1	0.03%	60%
	Project Access	Virginia Ave	6LD	EB	OUT	NO	3,170	1	0.03%	40%
	Project Access	Virginia Ave	6LD	WB	IN	NO	3,170	2	0.06%	40%

(1) St. Lucie TPO LOS 2022

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	7
Net In:	5
Net Out:	2

TABLE 2b - Project Percent Impact - PM

Segment	From	To	Lanes	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
Okeechobee Rd	McNeil Rd	Project Access	8LD	EB	IN	NO	3,170	1	0.03%	60%
	McNeil Rd	Project Access	8LD	WB	OUT	NO	3,170	3	0.09%	60%
	Project Access	Virginia Ave	6LD	EB	OUT	NO	3,170	2	0.06%	40%
	Project Access	Virginia Ave	6LD	WB	IN	NO	3,170	1	0.03%	40%

(1) St. Lucie TPO LOS 2022

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	7
Net In:	2
Net Out:	5

OTHER PROJECT TRAFFIC/GROWTH RATE

Traffic volumes on Okeechobee were grown using a 3-year historical growth rate of 4.07%. The growth rate was calculated using available FDOT data from 2018 to 2021, at the link of Okeechobee Road from McNeil Road to Virginia Avenue. The growth rate was applied out 3 years to estimate 2025 traffic. Committed traffic from approved but unbuilt projects were also included as background traffic.

Details of the growth rate calculation and background projects are included in **Appendix C**.

LINK ANALYSIS / REVIEW

The adjacent link of Okeechobee Road was not significant but was analyzed further to ensure it will meet concurrency. **Tables 3a and 3b** summarize the results of the link analysis. As shown, the roadway will operate at acceptable levels of service at project buildout.

TABLE 3a - Link Analysis - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	AADT 2020	2020 Peak Hour Directional Volumes	Growth Rate (2)	2025 AM Peak Hour + Growth	AM Peak Hour Committed Projects Directional	2025 Growth + Committed Peak Direction	Peak Hour Service Capacity (1)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Satisfy Concurrency?	Project Percent Assignment
Okeechobee Rd	McNeil Rd	Project Access	EB	IN	NO	29,519	1,550	4.07%	1,892	143	2,035	3,170	3	2,038	0.09%	YES	60%
	McNeil Rd	Project Access	WB	OUT	NO	29,519	1,550	4.07%	1,892	65	1,957	3,170	1	1,958	0.03%	YES	60%
	Project Access	Virginia Ave	EB	OUT	NO	29,519	1,550	4.07%	1,892	143	2,035	3,170	1	2,036	0.03%	YES	40%
	Project Access	Virginia Ave	WB	IN	NO	29,519	1,550	4.07%	1,892	65	1,957	3,170	2	1,959	0.06%	YES	40%

(1) St. Lucie County 2022 Traffic Counts and LOS Report

(2) Area wide growth rate calculated from FDOT Historical AADT

Two-Way:	7
Net In:	5
Net Out:	2
Years Grown:	5

TABLE 3b - Link Analysis - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	AADT 2020	2020 Peak Hour Directional Volumes	Growth Rate (2)	2025 PM Peak Hour + Growth	PM Peak Hour Committed Projects Directional	2025 Growth + Committed Peak Direction	Peak Hour Service Capacity (1)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Satisfy Concurrency?	Project Percent Assignment
Okeechobee Rd	McNeil Rd	Project Access	EB	IN	NO	29,519	1,618	4.07%	1,975	109	2,084	3,170	1	2,085	0.03%	YES	60%
	McNeil Rd	Project Access	WB	OUT	NO	29,519	1,618	4.07%	1,975	165	2,140	3,170	3	2,143	0.09%	YES	60%
	Project Access	Virginia Ave	EB	OUT	NO	29,519	1,618	4.07%	1,975	109	2,084	3,170	2	2,086	0.06%	YES	40%
	Project Access	Virginia Ave	WB	IN	NO	29,519	1,618	4.07%	1,975	165	2,140	3,170	1	2,141	0.03%	YES	40%

(1) St. Lucie County 2022 Traffic Counts and LOS Report

(2) Area wide growth rate calculated from FDOT Historical AADT

Two-Way:	7
Net In:	2
Net Out:	5
Years Grown:	5

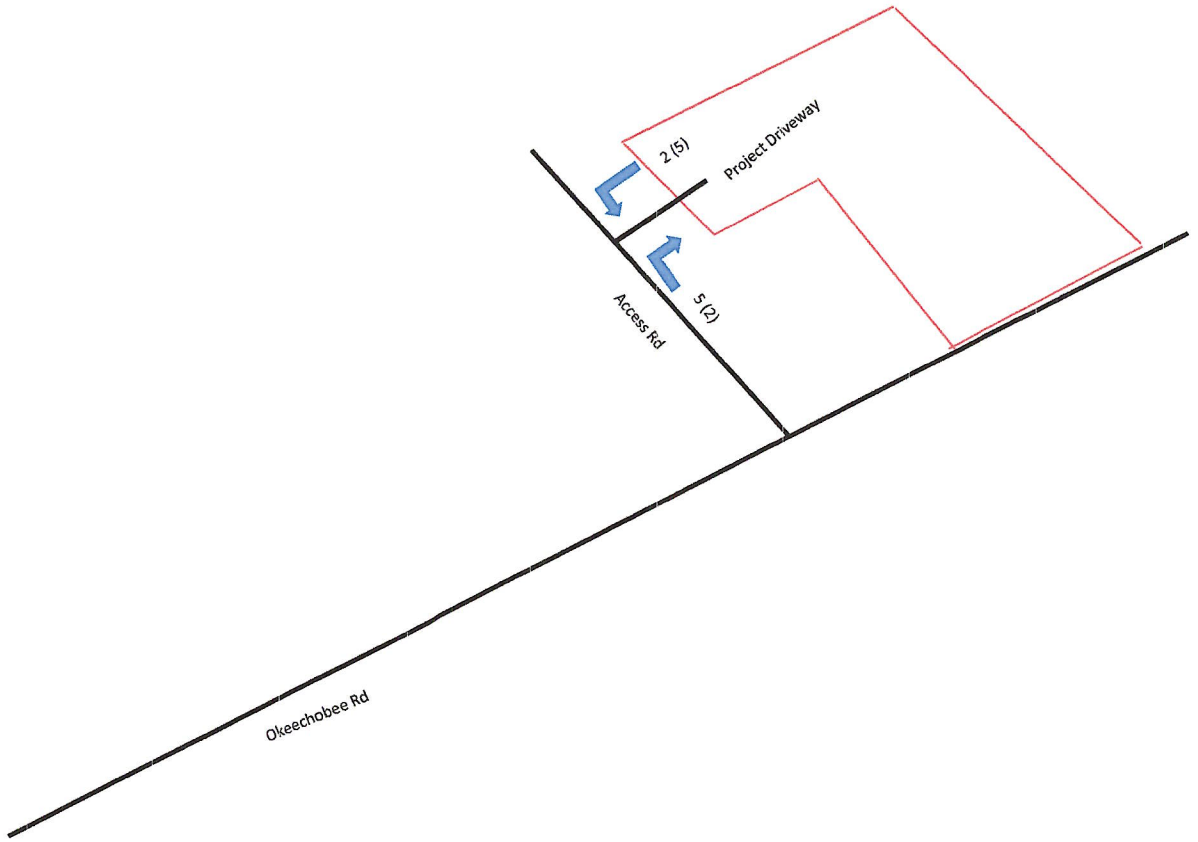
DRIVEWAY ANALYSIS

The project takes access from an existing access road with existing full access to Okeechobee Road. The project volumes are shown on **Figure 3**.

The existing access road already provides a right-turn lane and left-turn lane. Therefore, additional turn lane analysis is not required.

CONCLUSION

The 4646 Okeechobee with 101 daily trips, 7 net AM peak hour trips and 7 net PM peak hour trips will have an insignificant impact on the network. All links and intersections operate at acceptable levels of service. Therefore, the project meets the requirements for concurrency.



NTS

O'ROURKE ENGINEERING & PLANNING

22 SE Seminole Street
Stuart, Fl, 34994

Job Number:

Date:

Legend

= Project Location

XX (XX) = AM (PM) Driveway Volumes

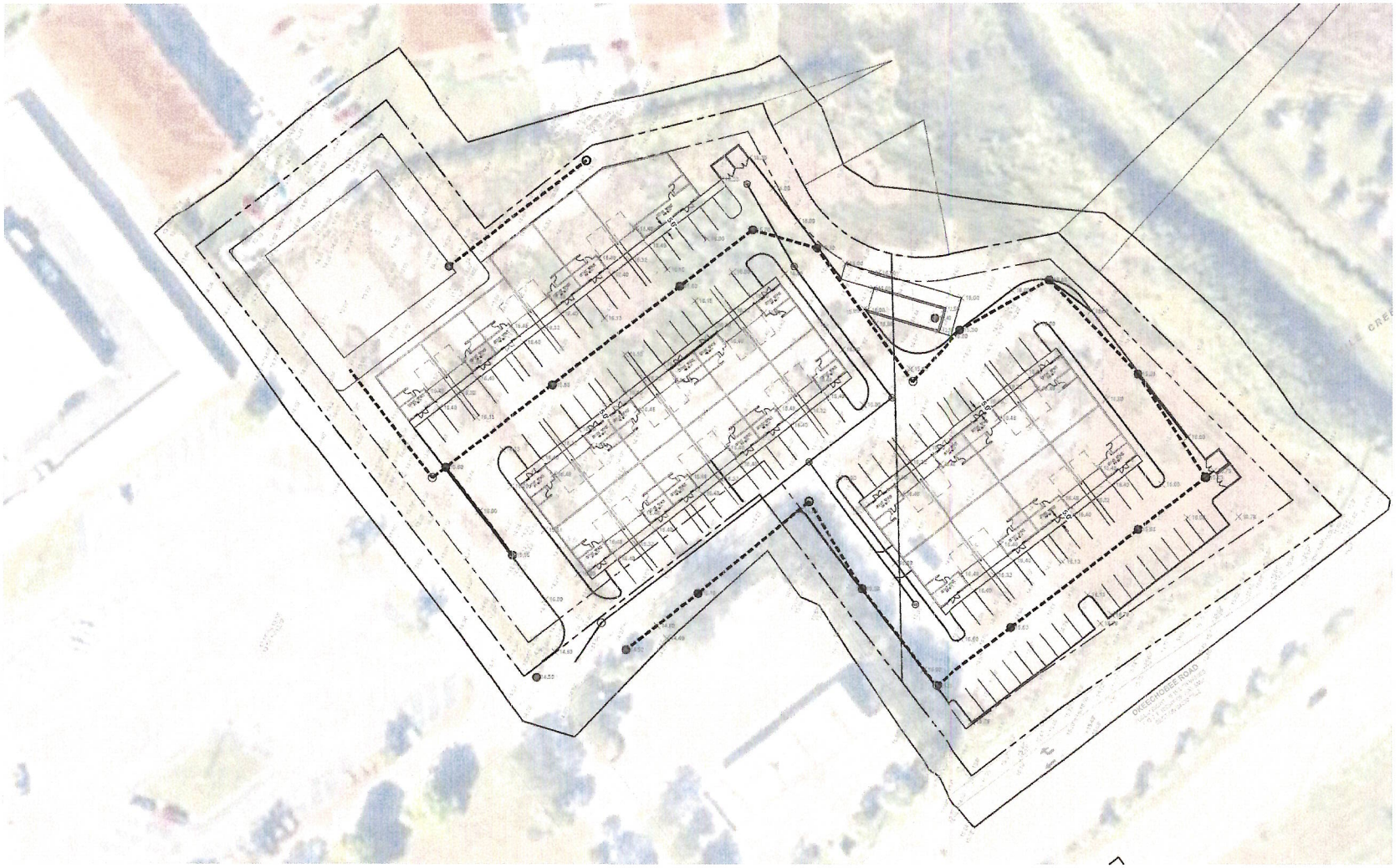
Figure 3

Driveway Volumes

4646 Okeechobee

APPENDIX A

SITE PLAN



SITE DATA

TOTAL SITE AREA	155352 SF	3.57 AC	(100%)
IMPERVIOUS AREA	97510 SF	2.25 AC	(63%)
BUILDING FOOTPRINT	33112 SF	0.76 AC	(21%)
PAVEMENT/CONCRETE	64515 SF	1.48 AC	(42%)
PERVIOUS AREA	57542 SF	1.32 AC	(37%)
OPEN SPACE	44028 SF	1.01 AC	(28%)
STORMWATER AREA	19489 SF	0.45 AC	(9%)

CURRENT ZONING: GENERAL COMMERCIAL (GC)
FUTURE LAND USE: COMMERCIAL GENERAL (C-3)
EXISTING USE: VACANT COMMERCIAL
PROPOSED USE: FLEX SPACE (WHOLE SALE TRADE / WAREHOUSE & FREIGHT)

PARKING CALCULATIONS

SIZE, USE & RATE	REQUIRED	PROVIDED
39,459 SF WAREHOUSE @ 1 SPACE PER 600 SF	65	63
ACCESSIBLE SPACES @ 31-75 TOTAL SPACES	3	5
LOADING SPACE REQUIREMENT 32' X 14.50'	2	27

GRAPHIC SCALE
0 30 60
1" = 30'

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
Sit Not. Sit Safe. Sit Knots.
www.callsunshine.com

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NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

Cad file name: S:_Marketing\New Proposals\Stuart-PSL Proposals\010894-01-001 Land America Fort Pierce Self Storage\Preliminary Site Plan\FT Pierce SSS.dwg 12/05/22

Bowman

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Stuart, Florida 34994
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KINGS HIGHWAY
CONCEPTUAL SITE PLAN
CITY OF FORT PIERCE
FLORIDA

PROJECT NO
010595-02-001

M. JHAZIE, P.E.
FL. LICENSE NO. 89667

PLAN STATUS

DATE	DESCRIPTION

DESIGN	DRAWN	CHKD
MJ	GC	GMB

SCALE: 1" = 30'
JOB No. 010595
DATE JUNE 2021
FILE No FT PIERCE SSS

SHEET EX 5

APPENDIX B

ST. LUCIE COUNTY TPO TRAFFIC COUNTS AND LEVEL OF SERVICE REPORT 2022

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
2022

Roadway Name	Location	STATION ID	2022 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	6,950	2019	700	432	C	0.617	376	C	0.537
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	3,600	2022	540	213	C	0.394	208	C	0.385
OHIO AVE	COLONIAL RD to US 1	686	3,600	2022	750	213	C	0.284	208	C	0.277
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	11,342	2020	1,580	592	B	0.375	637	B	0.403
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	11,342	2020	2,000	592	B	0.296	637	B	0.319
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	7,535	2020	2,100	370	B	0.176	362	B	0.172
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	7,535	2020	2,100	370	B	0.176	362	B	0.172
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	7,535	2020	2,100	370	B	0.176	362	B	0.172
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	7,535	2020	2,450	370	B	0.151	362	B	0.148
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	7,535	2020	3,110	370	B	0.119	362	B	0.116
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	6,920	2020	3,240	376	B	0.116	376	B	0.116
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	8,360	2020	3,240	401	B	0.124	416	B	0.128
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	8,360	2020	2,100	401	C	0.191	416	C	0.198
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	21,934	2020	4,240	1,058	C	0.25	1,116	C	0.263
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	26,526	2020	4,240	1,282	C	0.302	1,310	C	0.309
OKEECHOBEE RD	I-95 to JENKINS RD	940029	31,865	2020	4,240	2,082	C	0.491	1,801	C	0.425
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	31,865	2020	4,040	2,082	C	0.515	1,801	C	0.446
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	29,519	2020	3,170	1,550	C	0.489	1,618	C	0.51
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	12,094	2019	2,100	665	C	0.317	704	C	0.335
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	12,094	2019	1,630	665	C	0.408	704	C	0.432
OKEECHOBEE RD	35TH ST to 33RD ST	689	16,610	2019	1,630	901	D	0.553	881	D	0.54
OKEECHOBEE RD	33RD ST to 25TH ST	689	16,610	2019	1,630	901	D	0.553	881	D	0.54
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	13,247	2019	1,630	762	D	0.467	724	C	0.444
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	13,247	2019	1,710	762	C	0.446	724	C	0.423
OLD DIXIE HWY	US 1 to SR A1A NORTH	691	150	2022	790	11	C	0.014	10	C	0.013

* **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)
* **NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.
* **Counts with an ID format of 6 digits have data extracted from FDOT count stations.**

APPENDIX C

GROWTH RATE
&
BACKGROUND TRAFFIC

Roadway	*Location*	*2018 AADT*	*2021 AADT*
Okeechobee Rd	SW of Virginia Ave	31500	35500
	Total:	31500	35500
	Growth Rate	4.07%	

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0742 - SR 70/OKEECHOBEE RD - SW OF SR 70/VIRGINIA AVE (COUNTY 742)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2021	35500 C	E 18500	W 17000	9.00	50.90	11.40
2020	29500 F	E 14000	W 15500	9.00	51.30	4.60
2019	30500 C	E 14500	W 16000	9.00	51.00	4.60
2018	31500 C	E 16500	W 15000	9.00	51.30	4.60
2017	31500 C	E 15500	W 16000	9.00	50.90	12.00
2016	26000 C	E 15500	W 10500	9.00	50.90	12.00
2015	26500 C	E 11500	W 15000	9.00	51.00	12.00
2014	30000 C	E 15000	W 15000	9.00	50.80	6.10
2013	27000 C	E 12500	W 14500	9.00	50.80	3.80
2012	33000 C	E 16500	W 16500	9.00	56.80	3.80
2008	32500 C	E 16500	W 16000	10.45	58.06	6.70
2007	31500 C	E 15000	W 16500	10.31	58.74	7.40
2006	35500 C	E 18500	W 17000	10.73	65.89	5.00

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

AM APPROVED PROJECTS			Maverick Boats Phases II-IV			Pursuit Boats (Phase 2)			Approved/Unbuilt A-1 Truss			Pineapple Grove			Stonemont			Creekside			43 Bent Creek @ 50% Complete City of Fort Pierce			44 Celebration Pointe @25% Complete City of Fort Pierce			37 Whispering Oaks			Project Hunt			Wawa Kings Highway			Kings Highway Warehouse			St. Lucie Commerce Center @25% Complete			Walsh Crossroads			Project Hurricane			SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net	Double Count	Net
Okeechob	Jenkins Rd	McNeil Rd													0%	0	0	###	126	43	0%	0	0	5%	2	5	2%	3	1	11%	2	2	0.0%	0	0	6%	20	20	0%	0	0	0%	0	0	###	5	14	131	27	49	37	-5	113	-7	78
	McNeil Rd	Virginia Ave													0%	0	0	###	126	43	0%	0	0	0%	0	0	2%	3	1	9%	2	2	0.0%	0	0	3%	10	10	0%	0	0	0%	0	0	###	5	14	130	17	44	26	-3	143	-5	65
				In	124		In	185		In	69		In	69		In	197		In	143		In	62		In	30		In	45		In	76		In	42		In	342		In	141		In	7		In	36									
				Out	17		Out	55		Out	11		Out	197		Out	55		Out	421		Out	186		Out	96		Out	167		Out	17		Out	42		Out	341		Out	31		Out	5		Out	12									

PM APPROVED PROJECTS			Maverick Boats Phases II-IV			Pursuit Boats (Phase 2)			Approved/Unbuilt A-1 Truss			Pineapple Grove			Stonemont			Creekside			43 Bent Creek @ 50% Complete			44 Celebration Pointe @25% Complete			37 Whispering Oaks			Project Hunt			Wawa Kings Highway			Kings Highway Warehouse			St. Lucie Commerce Center @25% Complete			Walsh Crossroads			Project Hurricane			SUM Directional N/E		SUM Directional S/W		Directional N/E		Directional S/W	
Road Name	From	To	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	%	Directional N/E	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net	Double Count	Net
Okeechobee	Jenkins Rd	McNeil Rd													0.0%	0	0	30.0%	93	149	0.0%	0	0	5.0%	5	3	2.0%	3	3	11.0%	6	6	0.0%	0	0	6.0%	13	13	0.0%	0	0	0%	0	0	40%	4	4	102	24	156	23	-5	121	-5	174
	McNeil Rd	Virginia Ave													0.0%	0	0	30.0%	93	149	0.0%	0	0	0.0%	0	0	2.0%	3	3	9.0%	5	5	0.0%	0	0	3.0%	6	6	0.0%	0	0	0%	0	0	40%	4	4	97	16	153	16	-3	109	-3	165
				In	19		In	89		In	10		In	233		In	68		In	498		In	193		In	100		In	172		In	19		In	51		In	458		In	10		In	12		In	10									
				Out	125		Out	180		Out	60		Out	137		Out	186		Out	311		Out	113		Out	57		Out	167		Out	57		Out	52		Out	216		Out	11		Out	21		Out	11									

SELF STORAGE - 4646 OKEECHOBEE

FT PIERCE, FLORIDA

Developer:

LAND AMERICA, LLC
101 Pugliese Way
Delray Beach, Florida 33444
561-454-1625

Architect

GOOD & EDWARD DESIGN STUDIOS
30901 Stagecoach Blvd #103
Evergreen, CO 80439

REVISION INDEX				
SYMBOL	DATE	BY	SHEETS REVISED	DESCRIPTION OF REVISION

Sheet List Table	
Sheet Number	Sheet Title
ARCHITECTURE	
TITLE	SHEET INDEX
A1	BUILDING A - FLOOR PLANS
A2	BUILDING A - ROOF PLAN
A3	BUILDING A - ELEVATIONS
A4	BUILDING B - FLOOR PLANS
A5	BUILDING B - ROOF PLAN
A6	BUILDING B - ELEVATIONS
A7	BUILDING C - FLOOR PLANS
A8	BUILDING C - ROOF PLAN
A9	BUILDING C - ELEVATIONS

Revisions | By | Date | Symbol | Seal

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Evergreen, CO 80439

321-271-0748
GoodEdward.com

Sheet Title: TITLE SHEET

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

Scale: 3/32" = 1'-0"

Job No.

Date: 11/26/22

Drawn By

Sheet No.

TITLE

AREA A

8 Units

Total Ground Floor = Office 1,996 sf + Warehouse /Bathroom 9,316 sf = 11,312 sf
Total Building = 11,312 Ground Floor + 2,112 Mezzanine = 13,424 sf

NOTES A:

BUILDING OCCUPANCY: STORAGE GROUP S-2

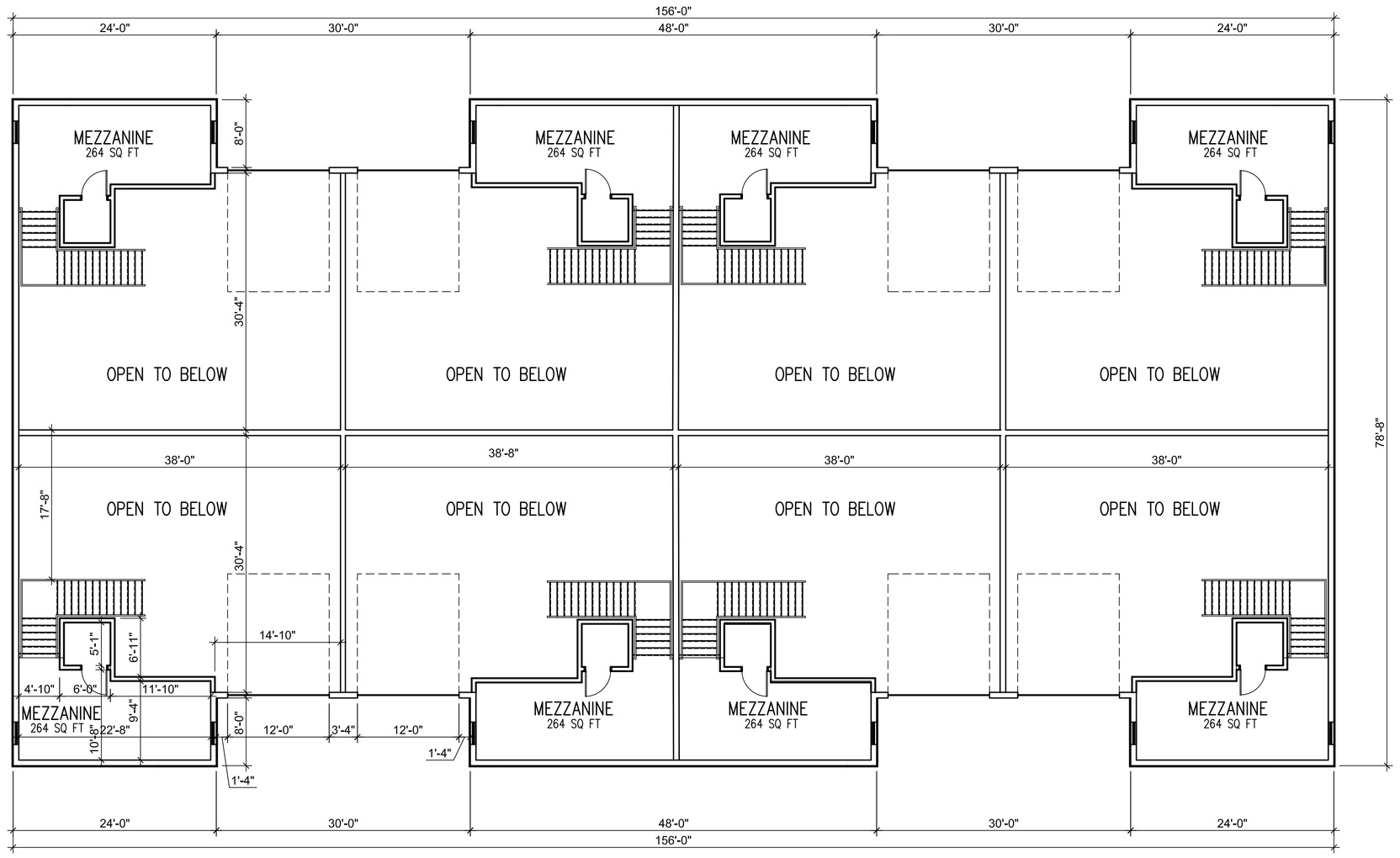
OCCUPANT LOAD:
OFFICE = 1,996 SF /100 = 20 OCCUPANTS
STORAGE SPACE = 11,428 SF /500 = 22.8 OCCUPANTS
CALCULATED TOTAL OCCUPANT LOAD = 42.8 OCCUPANTS
ANTICIPATED ACTUAL OCCUPANT LOAD = 15 OCCUPANTS

CONSTRUCTION TYPE: TYPE II-B

ALL PROPOSED ENCLOSED PORTIONS OF THE BUILDING SHALL BE FIRE SPRINKLER PROTECTED

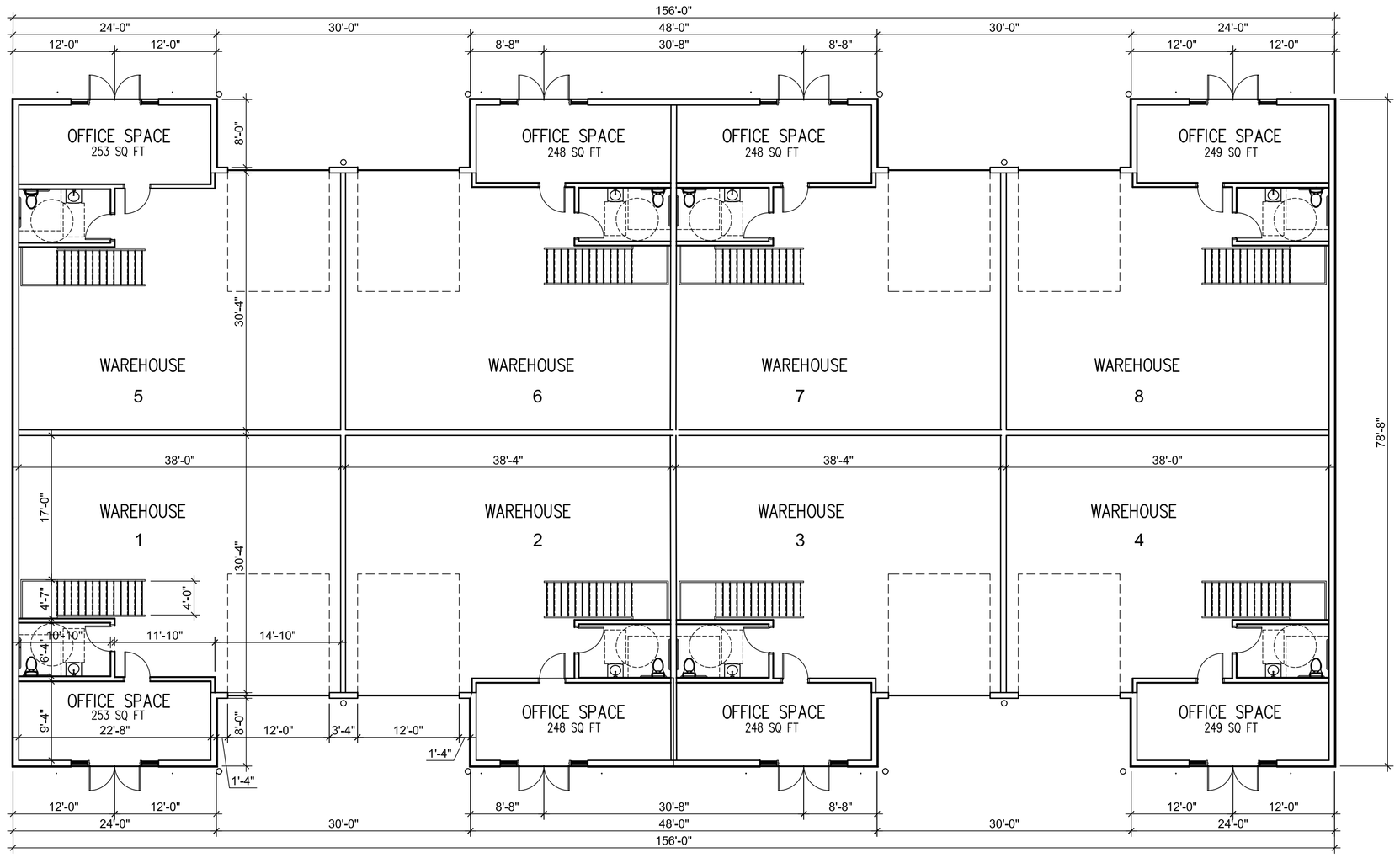
BUILDING SQUARE FOOTAGE:
TOTAL - 13,424 SF

BUILDING FOOTPRINT:
TOTAL - 11,312 SF



MEZZANINE FLOOR PLAN - BUILDING A

SCALE: 3/32" = 1'-0



GROUND FLOOR PLAN - BUILDING A

SCALE: 1/16" = 1'-0

Revisions | By | Date | Symbol

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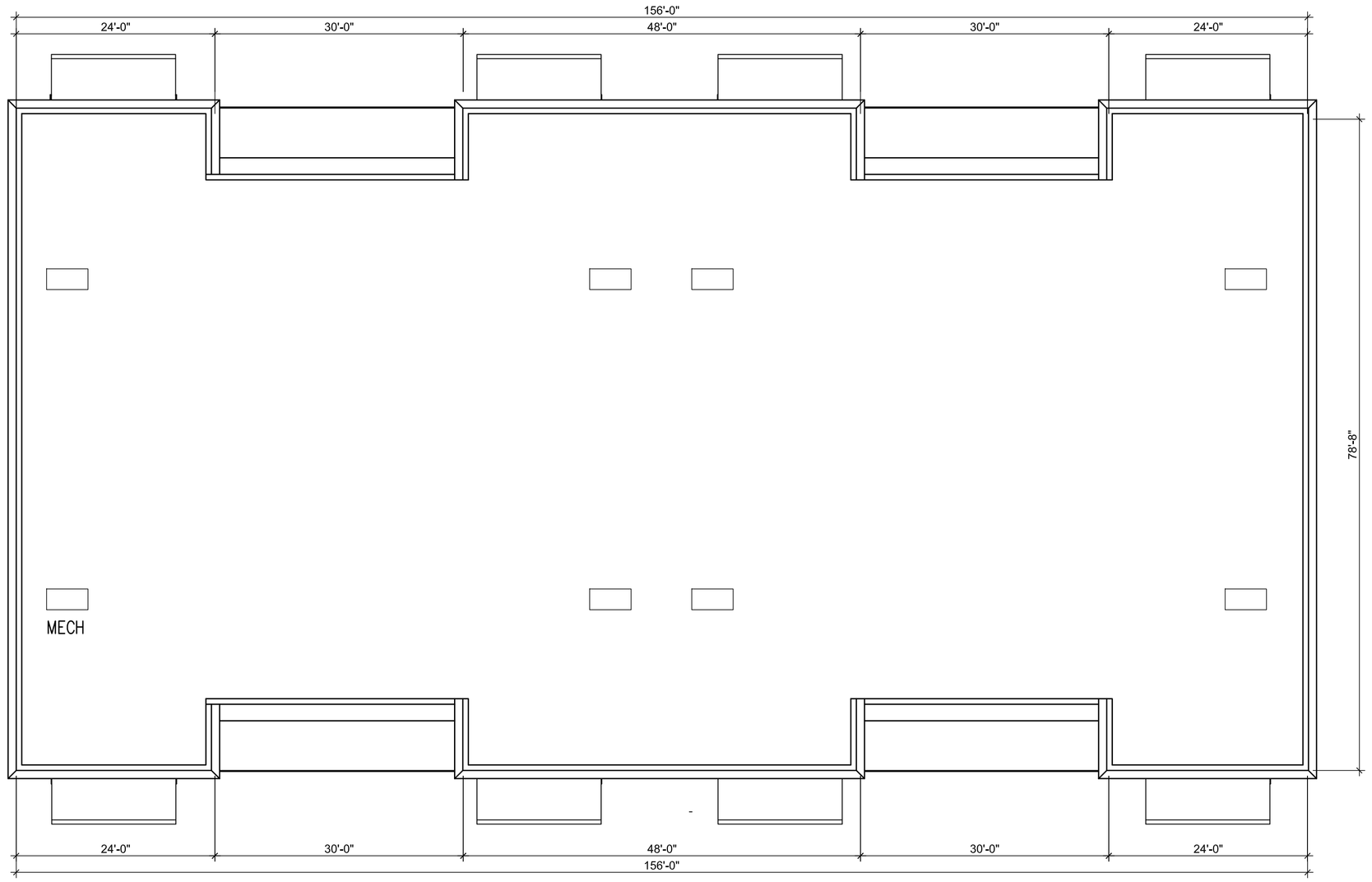
Sheet Title: FLOOR PLAN BUILDING A

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

Scale	Job No.
3/32" = 1'-0"	
Date	Drawn By
11/26/22	

Sheet No.

A1



ROOF PLAN - BUILDING A

SCALE: 3/32" = 1'-0

Symbol	Date	By	Revisions

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Sheet Title: ROOF PLAN BUILDING A

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

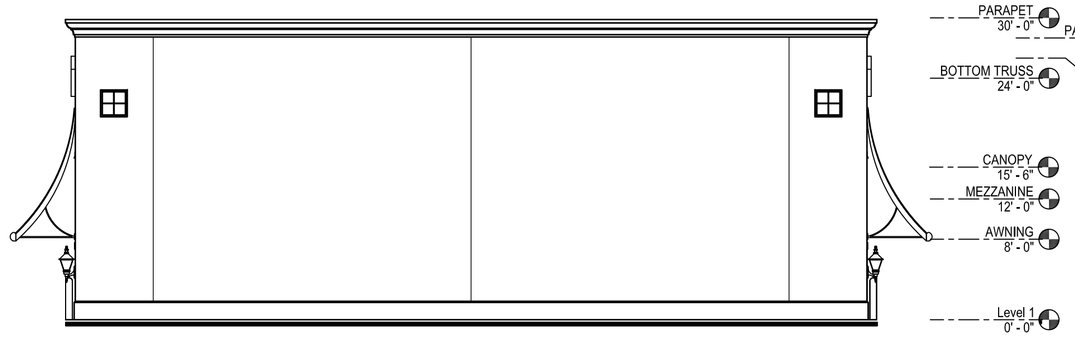
Scale	Job No.
3/32" = 1'-0"	
Date: 9/26/22	Drawn By

Sheet No.

A2

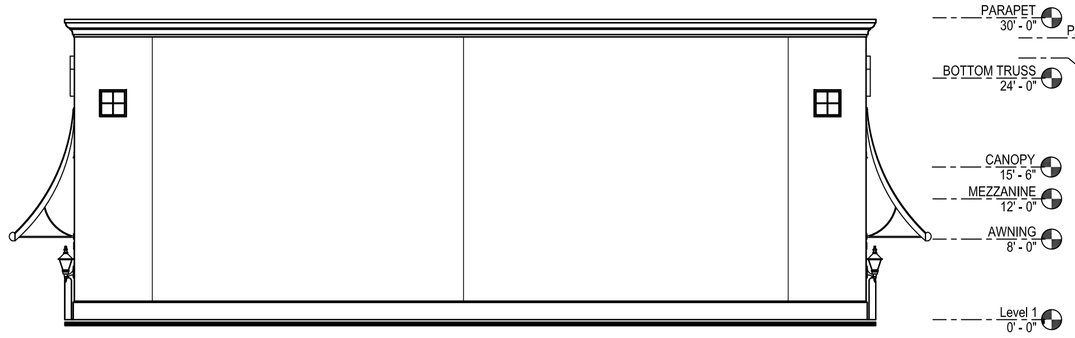
FRONT ELEVATION - BUILDING A

SCALE: 3/32" = 1'-0



RIGHT ELEVATION - BUILDING A

SCALE: 3/32" = 1'-0



LEFT ELEVATION - BUILDING A

SCALE: 3/32" = 1'-0

REAR ELEVATION - BUILDING A

SCALE: 3/32" = 1'-0

Revisions | By | Date | Symbol

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Evergreen, CO 80439

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Sheet Title: ELEVATIONS BUILDING A

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

Scale	Job No.
3/32" = 1'-0"	
Date	Drawn By
11/26/22	

Sheet No.

A3

AREA B

12 Units

Total Ground Floor = Office 2,181 sf + Warehouse /Bathroom 10,547 sf = 12,728 sf
Total Building = 12,728 Ground Floor + 2,684 Mezzanine = 15,412 sf

NOTES B:

BUILDING OCCUPANCY: STORAGE GROUP S-2

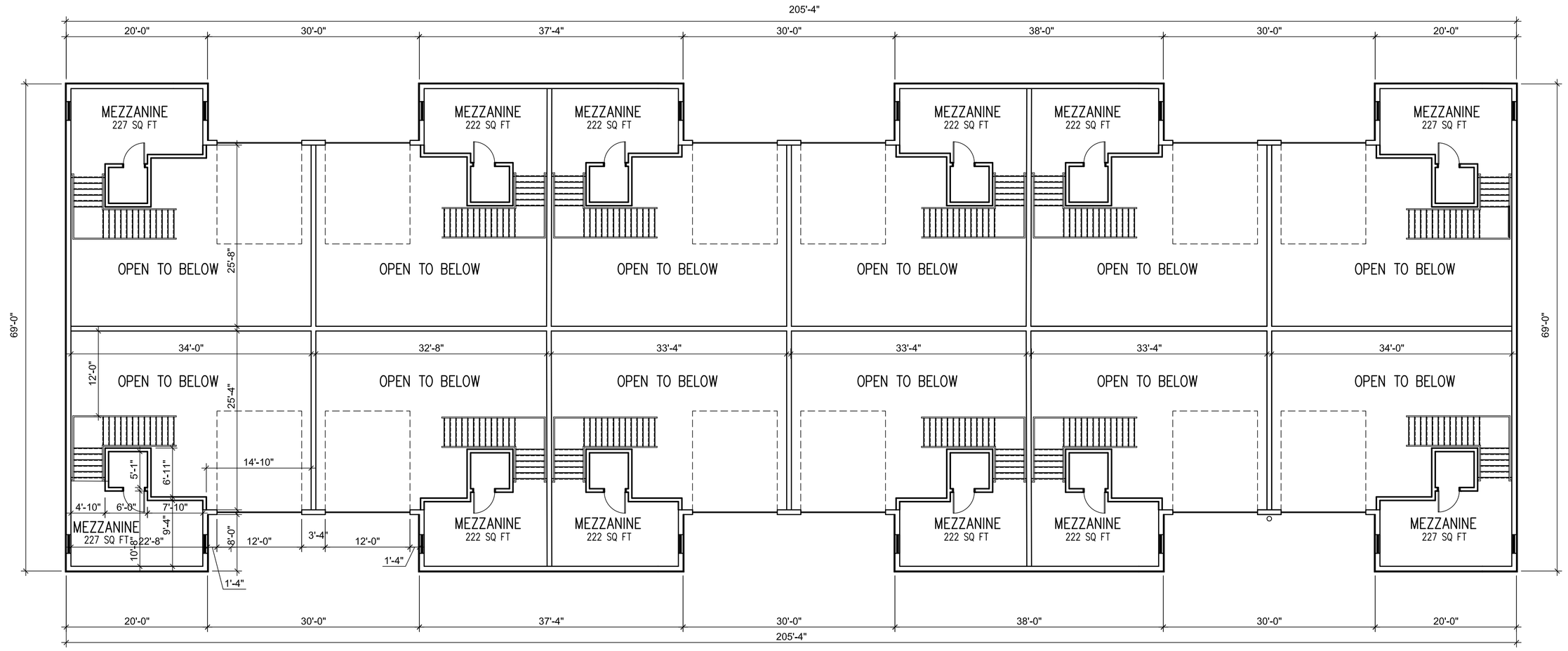
OCCUPANT LOAD:
OFFICE = 2,181 SF /100 = 21.8 OCCUPANTS
STORAGE SPACE = 13,231 SF /500 = 26.5 OCCUPANTS
CALCULATED TOTAL OCCUPANT LOAD = 48.3 OCCUPANTS
ANTICIPATED ACTUAL OCCUPANT LOAD = 22 OCCUPANTS

CONSTRUCTION TYPE: TYPE II-B

ALL PROPOSED ENCLOSED PORTIONS OF THE BUILDING SHALL BE FIRE SPRINKLER PROTECTED

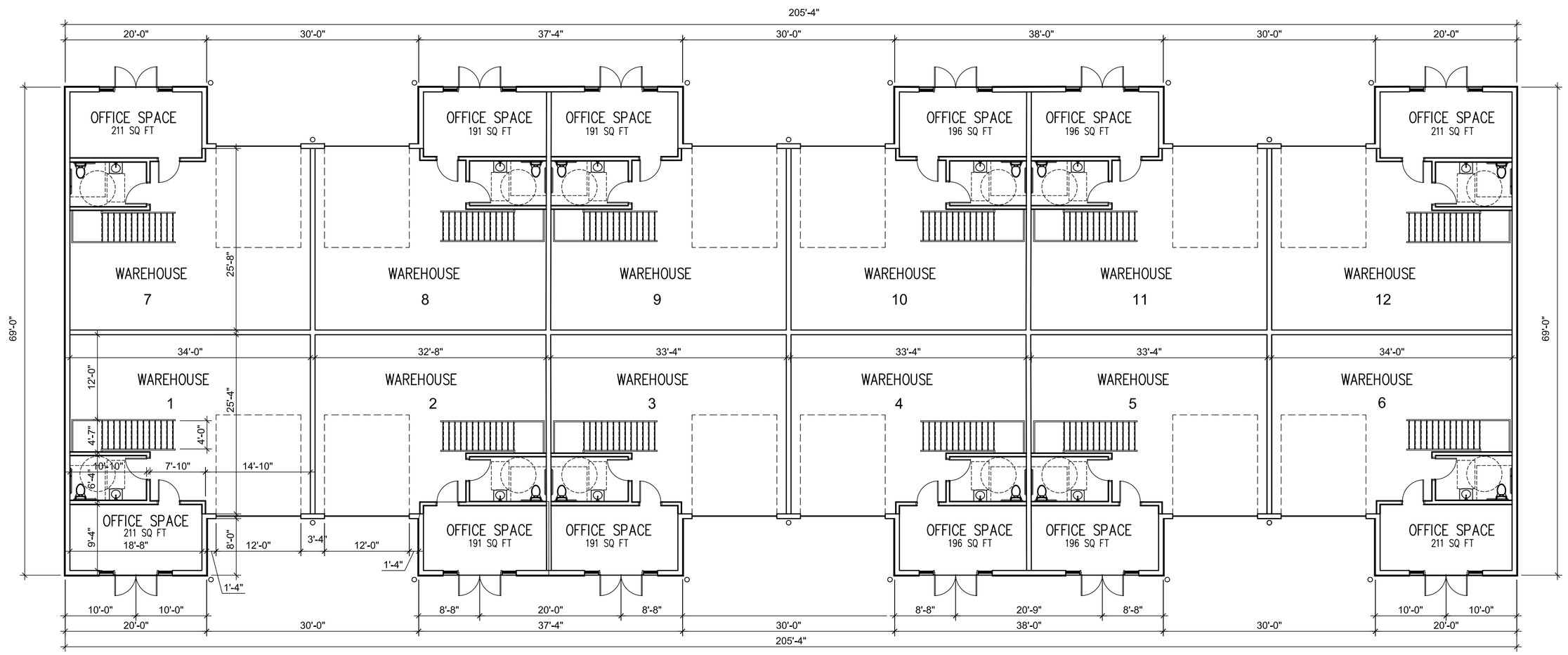
BUILDING SQUARE FOOTAGE:
TOTAL - 15,412 SF

BUILDING FOOTPRINT:
TOTAL - 12,728 SF



MEZZANINE FLOOR PLAN - BUILDING B

SCALE: 3/32" = 1'-0



GROUND FLOOR PLAN - BUILDING B

SCALE: 3/32" = 1'-0

Revisions | By | Date | Symbol

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Seal

GOOD & EDWARD DESIGN STUDIOS
30901 Stagecoach Blvd
Evergreen, CO 80439

321-271-0748
GoodEdward.com

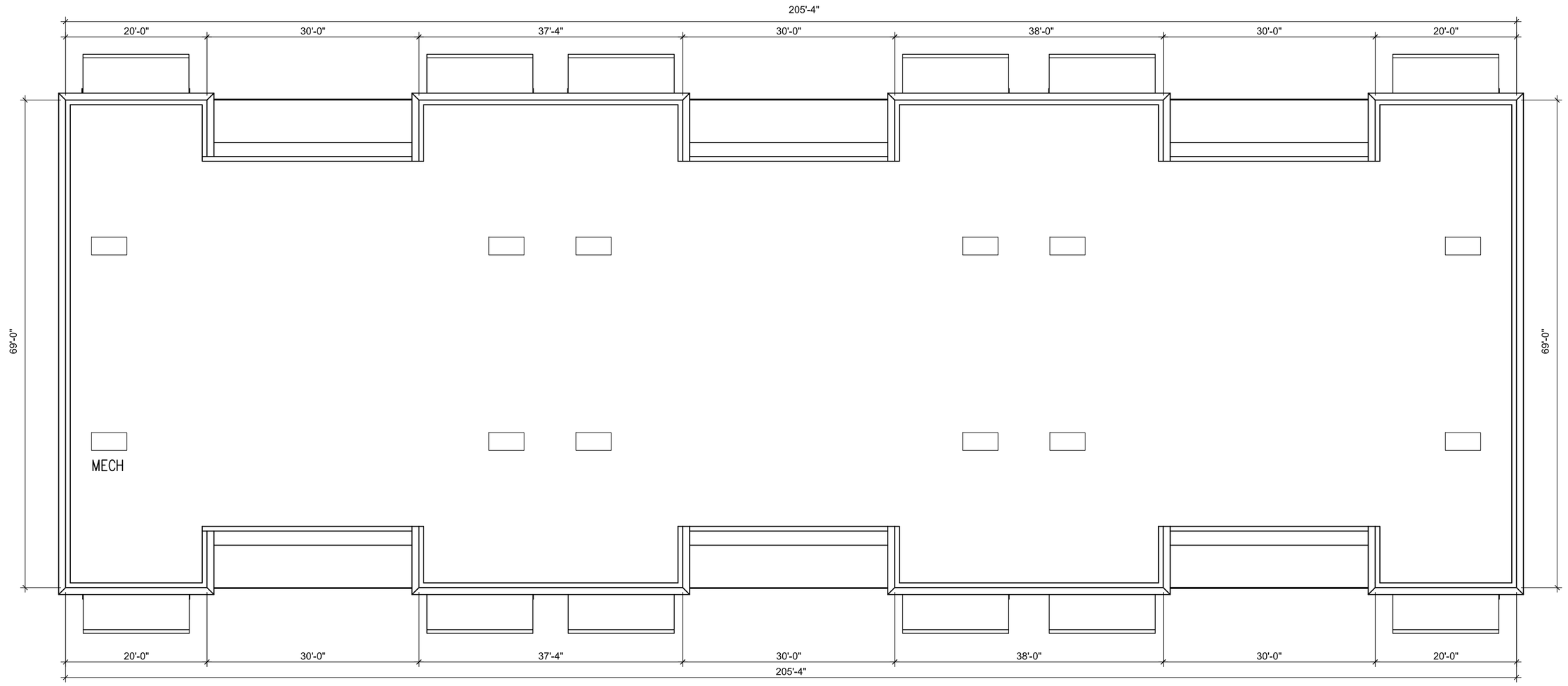
Sheet Title: FLOOR PLAN BUILDING B

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

Scale	Job No.
3/32" = 1'-0"	
Date	Drawn By
11/26/22	

Sheet No.

A4



ROOF PLAN - BUILDING B

SCALE: 3/32" = 1'-0

Revisions

Symbol	Date	By

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321-271-0748
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Sheet Title: ROOF PLAN BUILDING B

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

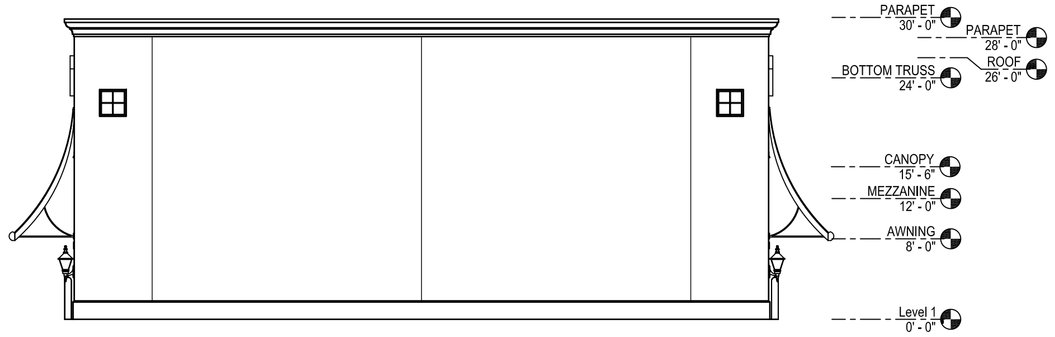
Scale	Job No.
3/32" = 1'-0"	
Date: 11/26/22	Drawn By

Sheet No.

A5

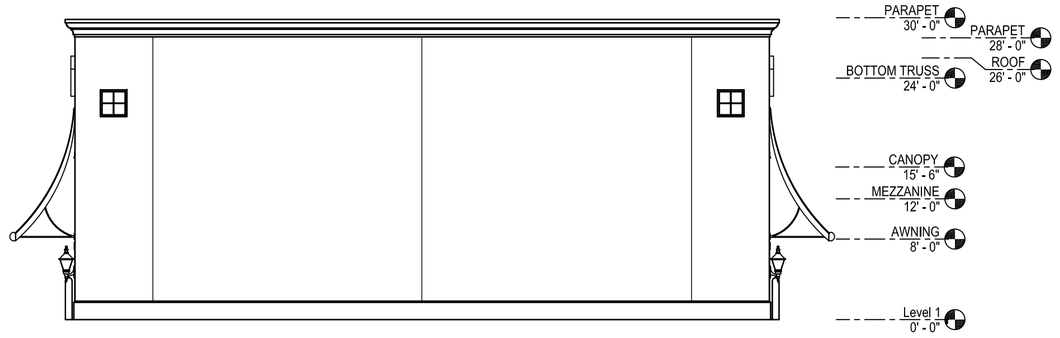
FRONT ELEVATION - BUILDING B

SCALE: 3/32" = 1'-0



RIGHT ELEVATION - BUILDING B

SCALE: 3/32" = 1'-0



LEFT ELEVATION - BUILDING B

SCALE: 3/32" = 1'-0

REAR ELEVATION - BUILDING B

SCALE: 3/32" = 1'-0

Revisions | By | Date | Symbol

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Seal

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Evergreen, CO 80439

321-271-0748
GoodEdward.com

Sheet Title: ELEVATIONS BUILDING B

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

Scale	Job No.
3/32" = 1'-0"	
Date	Drawn By
11/26/22	

Sheet No.

A6

AREA C

6 Units

Total Ground Floor = Office 1,455 sf + Warehouse /Bathroom 7,617 sf = 9,072 sf
Total Building = 9,072 Ground Floor + 1,542 Mezzanine = 10,614 sf

NOTES C:

BUILDING OCCUPANCY: STORAGE GROUP S-2

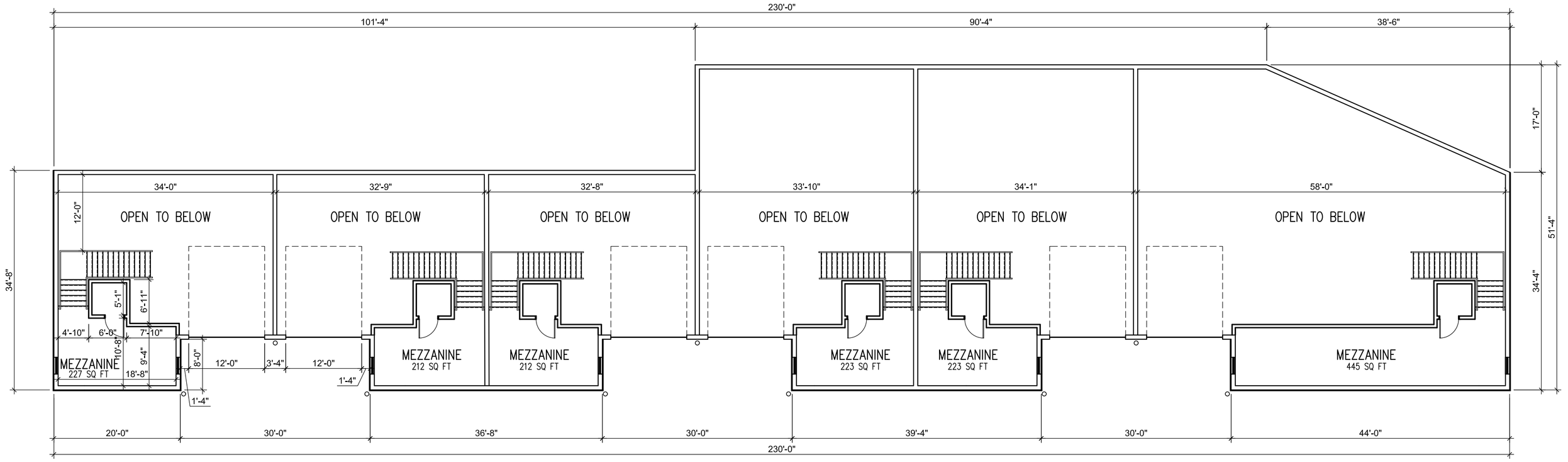
OCCUPANT LOAD:
OFFICE = 1,455 SF /100 = 14.6 OCCUPANTS
STORAGE SPACE = 9,159 SF /500 = 18.3 OCCUPANTS
CALCULATED TOTAL OCCUPANT LOAD = 32.9 OCCUPANTS
ANTICIPATED ACTUAL OCCUPANT LOAD = 12 OCCUPANTS

CONSTRUCTION TYPE: TYPE II-B

ALL PROPOSED ENCLOSED PORTIONS OF THE BUILDING SHALL BE FIRE SPRINKLER PROTECTED

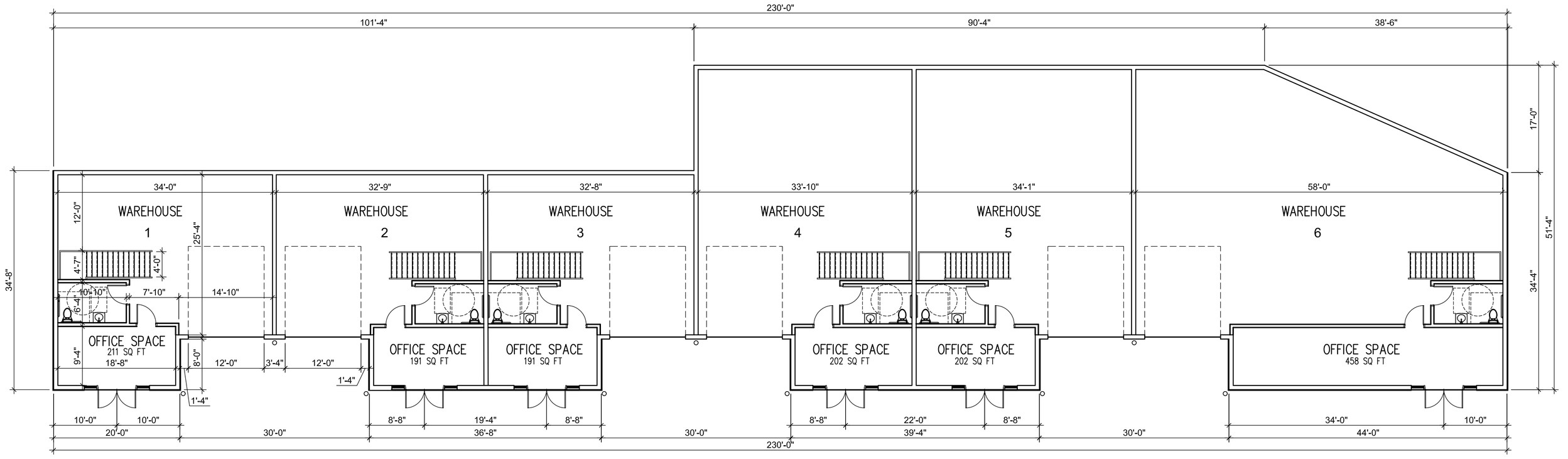
BUILDING SQUARE FOOTAGE:
TOTAL - 10,614 SF

BUILDING FOOTPRINT:
TOTAL - 9,072 SF



MEZZANINE FLOOR PLAN - BUILDING C

SCALE: 3/32" = 1'-0



FLOOR PLAN - BUILDING C

SCALE: 3/32" = 1'-0

Revisions | By | Date | Symbol

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Seal

GOOD & EDWARD DESIGN STUDIOS
30901 Stagecoach Blvd
Evergreen, CO 80439

321-271-0748
GoodEdward.com

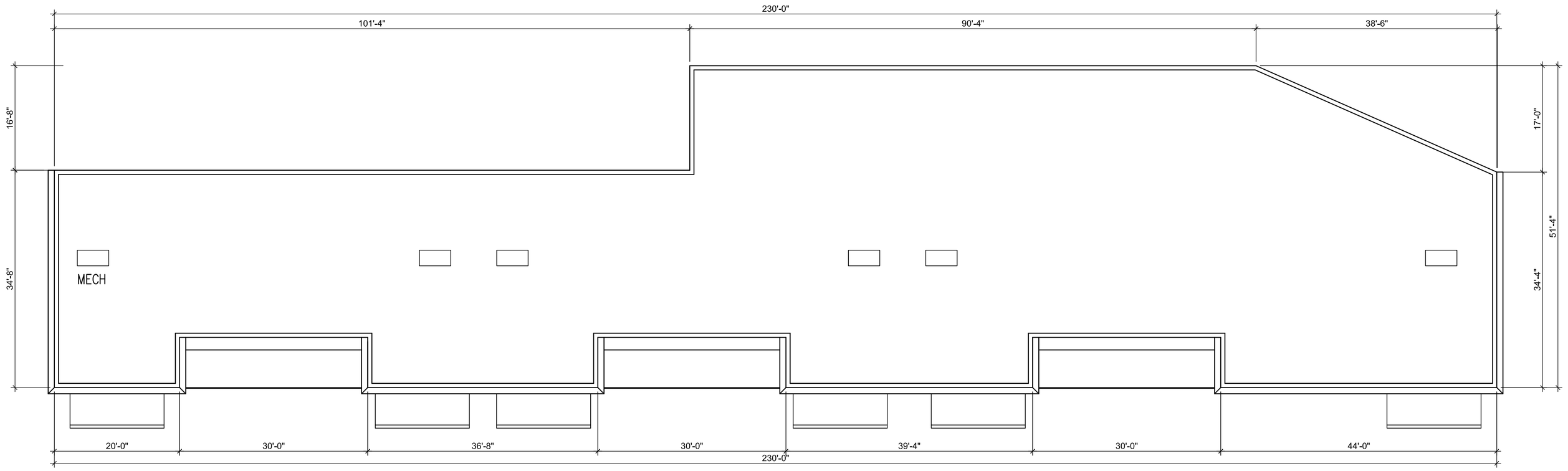
Sheet Title: FLOOR PLAN BUILDING C

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

Scale	Job No.
3/32" = 1'-0"	
Date	Drawn By
11/26/22	

Sheet No.

A7



ROOF PLAN - BUILDING C

SCALE: 3/32" = 1'-0

Symbol	Date	By	Revisions

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Seal

GOOD & EDWARD DESIGN STUDIOS
30901 Stagecoach Blvd
Evergreen, CO 80439

321-271-0748
GoodEdward.com

Sheet Title: ROOF PLAN BUILDING C

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

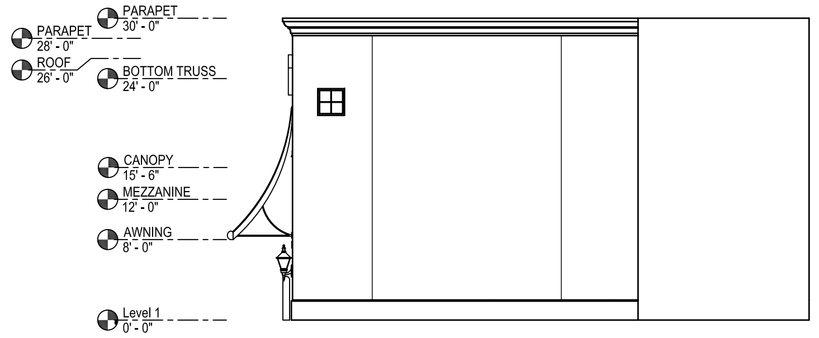
Scale	Job No.
3/32" = 1'-0"	
Date: 11/26/22	Drawn By

Sheet No.

A8

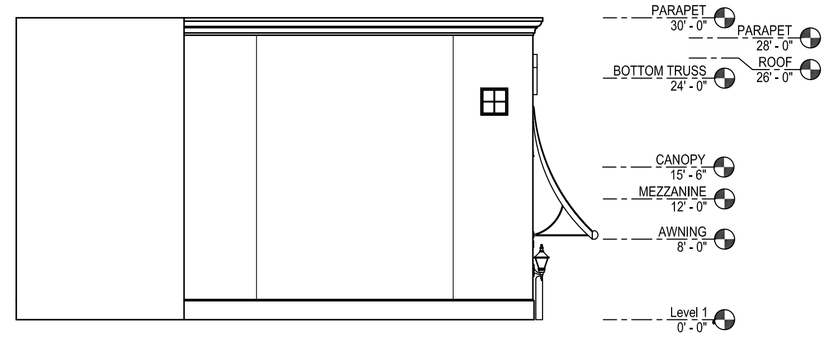
FRONT ELEVATION - BUILDING C

SCALE: 3/32" = 1'-0



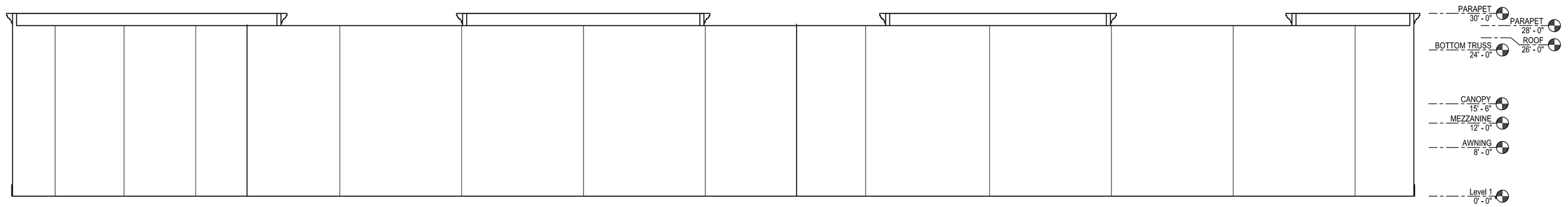
RIGHT ELEVATION - BUILDING C

SCALE: 3/32" = 1'-0



LEFT ELEVATION - BUILDING C

SCALE: 3/32" = 1'-0



REAR ELEVATION - BUILDING C

SCALE: 3/32" = 1'-0

Revisions | By | Date | Symbol

Seal

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GOOD & EDWARD DESIGN STUDIOS
30901 Stagecoach Blvd
Evergreen, CO 80439

321-271-0748
GoodEdward.com

Sheet Title: ELEVATIONS BUILDING C

Project: 4646 OKEECHOBEE FT PIERCE, FLORIDA

Scale	Job No.
3/32" = 1'-0"	
Date	Drawn By
11/26/22	

Sheet No.

A9

HJA Design Studio
3500 SW Corporate Pkwy., Suite 203
Palm City, FL 34990
Phone: 772-678-7200

Delivery Transmittal

To:	City of Fort Pierce Planning & Engineering Depts.	From:	HJA Design Studio
C/O:	Planning Department	Date:	November 12, 2024
Phone:	772-467-3729	Ref #:	TRC No. 23-07000006
Re:	4600 Okeechobee Rd AKA Okeechobee Road Flex Space Resubmittal Package	CC:	Development Team

☐ Via Fed Ex ☐ Via US Mail ☐ Via E-Transmittal

☒ Via Hand Delivery ☐ Via Package Pick Up

Comments:

Please see the attached documents pertaining to the above referenced project.

If you have any questions or concerns, please feel free to contact us at 772-678-7200.

HJA Design Studio
3500 SW Corporate Parkway, Suite 203, Palm City, Florida 34990 T 772-678-7200

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Hand Delivered
November 12, 2024

Kev Freeman
Planning Director
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Re: 4600 Okeechobee Road – Resubmittal Project#: 23-07000006

Dear Kev,

On behalf of St. Lucie Kings, LLC and following the August 21st staff meeting, we are pleased to resubmit the application materials for the referenced project, located along Okeechobee Road in Fort Pierce, Florida.

Enclosed, you will find one copy of the documents, three sets of plans as requested, and a digital copy of the revised materials for your review

1. Design Review Application
2. Development Review Application
3. Location Map
4. Project Description/Narrative
5. Site Plan
6. Lighting Plan
7. Landscape Plan
8. Architectural Drawings
9. 3D Renderings
10. Color board containing color samples of exterior finishes
11. Property Record Card
12. Warranty Deed

We look forward to working with you to complete this project. If you have any questions or need any additional information, please do not hesitate to contact our office at 772-678-7200. Thank you.

Sincerely,

Erika Beitler

Erika Beitler
Project Manager
HJA Design Studio, LLC

cc: St. Lucie Kings, LLC
Development Team

HJA Design Studio
3500 SW Corporate Parkway, Suite 203, Palm City, Florida USA 34990 T 772-678-7200

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

DESIGN REVIEW

Property Information

Property address or Location 4600-4650 Okeechobee Road, Fort Pierce, FL 34947

Parcel ID #(s) 2419-122-0001-040-6 & 2419-122-0002-050-9

Project description Flex Space (wholesale trade / warehouse and freight)

ST. LUCIE KINGS, LLC	HJA Design Studio, LLC
Property Owner(s)	**Applicant/Representative, Title, Company**
101 Pugliese Way, Suite 200	3500 SW Corporate Parkway, Suite 203
Street Address	Street Address
Delray Beach FL 33444	Palm City FL 34990
City State Zip	City State Zip
561-454-1642	772-678-7200
Phone Number	Phone Number
dbrink@pugliesseco.com	erika@hjadstudio.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

10/02/2024

Property Owner(s) Signature(s) ST. LUCIE KINGS, LLC, By David Cloran, it's Authorized Agent

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS
CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM
For more information, please refer to the website:
https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

Design Review Application Checklist
(City Code of Ordinances 125-314)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 125-313 is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 125-313.
c. A final site lighting plan that meets the requirements of subsection 125-313(d)(8).
d. A final landscape plan that meets the requirements of articles II and III of chapter 123.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location: 4600-4650 Okeechobee Road, Fort Pierce, FL 34947

Parcel ID #(s): 2419-122-0001-040-6 & 2419-122-0002-050-9

Project description: Flex Space (wholesale trade / warehouse and freight)

Application Type

- ☒ Site Plan
- ☐ Minor Site Plan
- ☐ Innovative Residential Development
- ☐ Minor Amendment
- ☐ Major Amendment
- ☒ Conditional Use w/New Construction

Site Information

Non-Residential: Proposed Sq. Ft.: 36,790 Site Acreage: 3.57

Residential: Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

ST. LUCIE KINGS, LLC	HJA Design Studio, LLC
Property Owner(s)	**Applicant/Representative, Title, Company**
101 Pugliese Way, Suite 200	3500 SW Corporate Parkway, Suite 203
Street Address	Street Address
Delray Beach FL 33444	Palm City FL 34990
City State Zip	City State Zip
561-454-1642	772-678-7200
Phone Number	Phone Number
dbrink@puglieseco.com	erika@hjadstudio.com
Email Address	Email Address

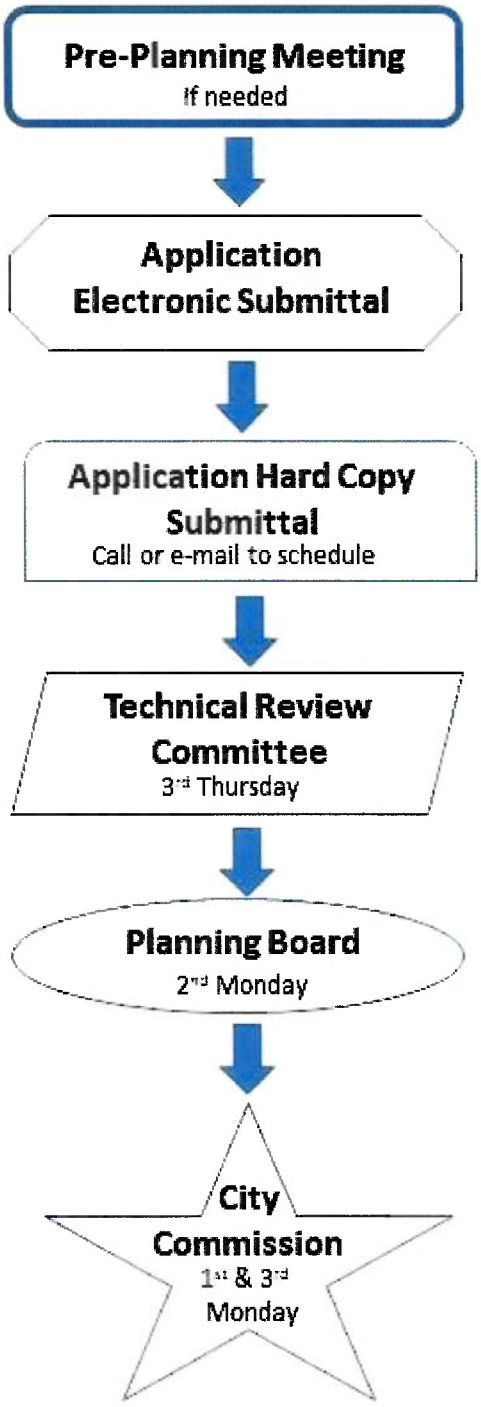
Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s) ST. LUCIE KINGS, LLC, By David Cloran, it's Authorized Agent *Date* 10/02/2024

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS
CALL 772.467.3737 OR E-MAIL PLANNING@CITYOFFORTPIERCE.COM
For more information, please refer to the website:
https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- Appointments are required for application hard copy submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-



Site Plan submittal requirements:

Submit one (1) original, one (1) hard copy and one (1) Flash Drive of the following. Additional copies will be required of subsequent submittals.

- ❑ Complete application
- ❑ Warranty Deed
- ❑ SLC Property Record Card
- ❑ Detailed project description
- ❑ General location map (see Section 125-313)
- ❑ Survey (see Section 125-313)
- ❑ Site Plan (see Section 125-313)
- ❑ Landscaping Plan (see Section 123-37)
- ❑ Conceptual Drainage Plan (see Section 125-313)
- ❑ Environmental Impact Report
- ❑ Beach/Dune System protection plan, if applicable (see Section 125-313)
- ❑ Lighting Plan (see Section 125-313)
- ❑ Design Review submittals (see Design Review application)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

4600 Okeechobee Road

9/24/2024

1:4,514

0 260 520 1,040 ft

0 75 150 300 m

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4831117 OR BOOK 4570 PAGE 1698, Recorded 03/12/2021 02:43:10 PM Doc Tax: $3920.00

Prepared By:
Doug Marek, Esq.
DOUG MAREK, P.A.
101 Pineapple Grove Way, Suite 200
Delray Beach, Florida 33444
561 454-1610

Property ID: 2419-122-0001-040-6
2419-122-0001-050-9

WARRANTY DEED

THIS WARRANTY DEED is made as of the 9th day of March 2021 by FLORIDA TAX LIEN ASSETS IV, LLC, a Florida limited liability company, whose post office address is 2055 US Highway 1, Vero Beach, FL 32960 ("Grantor") to ST. LUCIE KINGS, LLC, a Florida limited liability company whose post office address is 101 Pugliese's Way, 2nd Floor, Delray Beach, FL 33444 ("Grantee").

GRANTOR, IN CONSIDERATION of Ten Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that land as described in Exhibit A attached hereto, situate in St. Lucie County, Florida.

SUBJECT TO easements, restrictions, and reservations of record, taxes for the year 2021 and thereafter (a lien which is not yet due and payable).

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise pertaining.

TO HAVE and to hold the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple, that Grantor has good, right and lawful authority to sell and convey said land, and hereby 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 (a lien which is not yet due and payable).

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Name: Alicia Kenz

Name: JANA CARRINGTON

Name: Alicia Kenz

Name: JANA CARRINGTON

FLORDA TAX LIEN ASSETS IV, LLC, a Florida limited liability company

By: Kite Tax Lien Capital, LLC, a Florida limited liability company

By: _____
Kelly P. Kite, Jr., Manager

By: _____
Joseph P. Schlitt, Manager

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, appeared by means of ✓ physical presence or ___ on line notarization, Kelly P. Kite, Jr., as manager of Kite Tax Lien Capital, LLC, a Florida limited liability company, the managing member of FLORIDA TAX LIEN ASSETS IV, LLC, who is personally known to me or produced _____.as identification.

WITNESS, my hand and official seal in the County and State aforesaid this 8th day of March 2021.

Notary Public

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, appeared by means of ✓ physical presence or ___ on line notarization, Joseph P. Schlitt, as manager of Kite Tax Lien Capital, LLC, a Florida limited liability company, the managing member of FLORIDA TAX LIEN ASSETS IV, LLC, who is personally known to me or produced _____.as identification.

WITNESS, my hand and official seal in the County and State aforesaid this 8th day of March 2021.

Notary Public

1832-002 *

Notary Public State of Florida
Jana Carrington
My Commission GG 253452
Expires 11/13/2022

EXHIBIT A

Legal Description

Parcel 1:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH O1°20'45" EAST, ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 357.81 FEET TO THE POINT I OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE 1OF OKEECHOBEE ROAD (AKA; S.R. 70); THENCE SOUTH 52°29'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,102.04 FIIET TO THE POINT' OF BEGINNING; THENCE SOUTH 55°45'47" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST, A DISTANCE OF 73.78 FEET; THENCE NORTH 37°30'14" WEST, A DISTANCE OF 114.06 FEET; THENCE NORTH 37°29'33" WEST, A DISTANCE OF 33.20 FEET; THENCE SOUTH 52°29'33" WEST, A DISTANCE OF 185.54 FEET; THENCE NORTH 37°24'29" WEST, A DISTANCE OF 337.95 FEET; THENCE NORTH 52°35'31" EAST, A DISTANCE OF 149.75 FEET; THENCE SOUTH 37°24'29" EAST, A DISTANCE OF 101.01 FEET; THENCE NORTH 52°26'19" EAST, A DISTANCE OF 84.86 FEET; THENCE NORTH 76°15'19" EAST, A DISTANCE OF 109.98 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 72°27'31" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°15'34" EAST, A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST, A DISTANCE OF 69.88 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 46°34'59" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 443.72 FEET AND A CENTRAL ANGLE OF 04°34'37", A DISTANCE OF 35.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°59'38" EAST, A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST, A DISTANE OF 203.42 FEET TO THE POINT OF BEGINNING.

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HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Project Description

4600 Okeechobee Road

Project Overview
The proposed development, located in Fort Pierce, Florida, encompasses a total site area of 155,352 square feet (3.57 acres). The project aims to transform a currently vacant commercial lot into a functional flex space designed for wholesale trade, warehouse, and freight operations. The development will feature two primary buildings, extensive landscaping, and necessary infrastructure to support its intended use.

Site Layout and Design
The site plan outlines the following key components:

1. **Buildings**:
   - **Building A**: A one-story structure with a total area of 21,915 square feet, including 3,357 square feet of office space and 18,558 square feet of warehouse space.
   - **Building B**: A one-story structure with a total area of 14,875 square feet, including 2,288 square feet of office space and 12,569 square feet of warehouse space.

2. **Parking and Accessibility**:
   - A total of 91 parking spaces are provided, exceeding the required 85 spaces. This includes 55 spaces for warehouse use, 30 spaces for office use, 4 accessible spaces, and 2 (35'X12') loading spaces.
   - Accessible parking spaces and signage are strategically placed to ensure compliance with ADA standards.

3. **Landscaping**:
   - The site includes a total landscape area of 48,676 square feet (1.12 acres), which constitutes 31% of the total site area. This exceeds the required open space of 31,070 square feet (0.71 acres).
   - Landscape buffers of varying widths (10 to 25 feet) are incorporated along the property boundaries to enhance aesthetic appeal and provide screening.

4. **Infrastructure and Utilities**:
   - The site plan includes provisions for utility easements, drainage easements, and maintenance easements to ensure proper functionality and compliance with local regulations. The existing utility easements that conflict with buildings and other development will be abandoned and re-recorded in new locations.
   - A proposed detention area is designed to manage stormwater runoff effectively.

5. **Circulation and Access**:
   - Main access points will be from existing drive aisles that are part of the current development as cross-access easements over these drive aisles are already in place.
   - The site features well-defined vehicular and pedestrian circulation paths, including concrete sidewalks, paver walkways, and designated crosswalks.

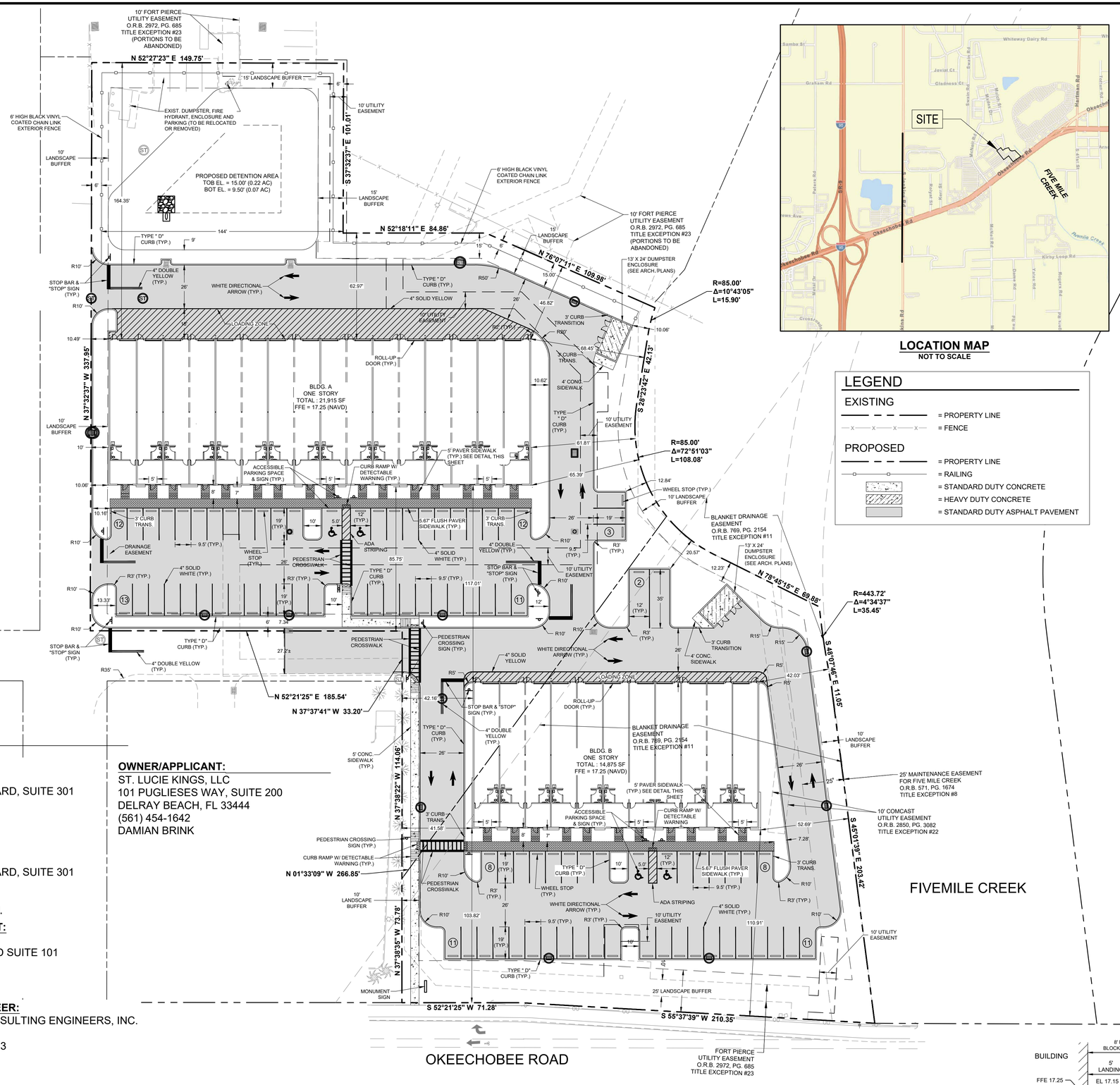
HJA Design Studio
3500 SW Corporate Parkway, Suite 203, Palm City, Florida 34990 T 772-678-7200

- Directional arrows, stop bars, and signage are included to facilitate safe and efficient traffic flow within the site.

Compliance and Regulations
The project adheres to the following zoning and regulatory requirements:

- **Zoning**: The site is zoned as Commercial General (C-3) with a future land use designation of General Commercial (GC).
- **Setbacks**: The provided setbacks exceed the minimum requirements, ensuring adequate spacing and compliance with local codes.
- **Building Height**: The proposed building height is 30 feet, well within the maximum allowable height of 65 feet.

Conclusion
This project aims to create a functional and aesthetically pleasing flex light industrial space that meets the needs of wholesale trade and warehouse operations while adhering to local regulations and environmental considerations. The thoughtful design and strategic layout ensure that the development will be a valuable addition to the Fort Pierce community, providing economic benefits and enhancing the area's commercial infrastructure. On behalf of the owner, ST. LUCIE KINGS, LLC, HJA Design Studio, LLC respectfully requests your review and approval of this project.



LOCATION MAP
NOT TO SCALE

LEGEND

EXISTING
- = PROPERTY LINE
- = FENCE

PROPOSED
- = PROPERTY LINE
- = RAILING
- = STANDARD DUTY CONCRETE
- = HEAVY DUTY CONCRETE
- = STANDARD DUTY ASPHALT PAVEMENT

SITE DATA

TOTAL SITE AREA	155,352 SF / 3.57 AC
FUTURE LAND USE	GENERAL COMMERCIAL (GC)
EXISTING ZONING	COMMERCIAL GENERAL (C-3)
EXISTING USE	VACANT COMMERCIAL
PROPOSED USE	FLEX SPACE (WHOLE SALE TRADE / WAREHOUSE & FREIGHT)
BUILDING COVERAGE	36,790 SF
MAXIMUM BUILDING HEIGHT	65'
PROPOSED BUILDING HEIGHT	30'
PARCEL CONTROL NUMBER	3323-640-0003-010-1

OPEN SPACE

REQUIRED	31,070 SF	0.71 AC	20%
PROVIDED	48,676 SF	1.12 AC	31%
TOTAL LANDSCAPE AREA	48,676 SF	1.12 AC	31%

SET BACKS

	REQUIRED (MIN.)	PROVIDED
FRONT	25'	103.82'
SIDE	10'	42.03'
REAR	15'	46.82'

LANDSCAPE AREA

TOTAL LANDSCAPE AREA	48,676 SF	1.12 AC	31%

IMPERVIOUS AREA

BUILDING COVERAGE	36,790 SF	0.85 AC	24%
VEHICULAR USE AREA	64,852 SF	1.49 AC	42%
PAVERS/WALKS/DUMPSTER	5,033 SF	0.11 AC	3%
TOTAL	106,675 SF	2.45 AC	69%

BUILDING DATA

	OFFICE	WAREHOUSE	TOTAL
BUILDING A	3,357 SF / 15%	18,558 SF	21,915 SF
BUILDING B	2,288 SF / 15%	12,569 SF	14,857 SF
TOTAL	5,645 SF / 15%	31,127 SF	36,772 SF

PARKING REQUIREMENTS (9.5' X 19')

	REQUIRED	PROVIDED
WAREHOUSE 1 SPACE PER 600 SF (31,127/600)	52 SPACES	55 SPACES
OFFICE 1 SPACE PER 200 SF (200 SF PER BAY) (5,645/200)	28 SPACES	30 SPACES
ACCESSIBLE SPACES		
76 - 100 SPACES	4 SPACES	4 SPACES
LOADING SPACES	1 SPACES	2 SPACES
TOTAL PARKING SPACES	85 SPACES	91 SPACES

TOTAL INCLUDES ACCESSIBLE SPACES & 2 LOADING SPACES

LEGAL DESCRIPTION

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GENERAL NOTES

1. THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FROM THE EDGE OF PAVEMENT TO THE PROPERTY LINE WITHIN THE CITY'S RIGHT-OF-WAY IN ACCORDANCE WITH CITY CODE, SECTION 41.08(G)
2. AIR CONDITIONING AND OTHER EQUIPMENT LOCATED ON THE ROOF SHALL BE SCREENED AND CANNOT BE VISIBLE FROM AN ELEVATION THAT IS HORIZONTAL TO THE LOCATION OF THE ROOF EQUIPMENT.

CONSULTANTS

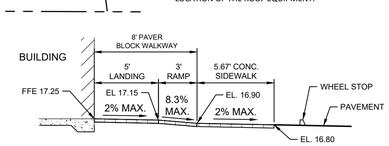
CIVIL ENGINEER:
BOWMAN
301 SE OCEAN BOULEVARD, SUITE 301
STUART, FL 34994
(772) 283-1413
OCTAVIO "OATS" REIS

SURVEYOR:
BOWMAN
301 SE OCEAN BOULEVARD, SUITE 301
STUART, FL 34994
(772) 283-1413
RICHARD BARNES, P.S.M.

LANDSCAPE ARCHITECT:
HJA DESIGN STUDIO
50 E OCEAN BOULEVARD SUITE 101
STUART, FL 34994
(772) 678-7200
ERIKA BEITLER

GEOTECHNICAL ENGINEER:
ANDERSON ANDRE CONSULTING ENGINEERS, INC.
834 SW SWAN AVENUE
PORT ST. LUCIE, FL 34983
(772) 807-9191
PETER ANDERSON, P.E.

OWNER/APPLICANT:
ST. LUCIE KINGS, LLC
101 PUGLIESES WAY, SUITE 200
DELRAY BEACH, FL 33444
(561) 454-1642
DAMIAN BRINK



TYPICAL PAVER BLOCK ENTRANCE DETAIL

GRAPHIC SCALE
0 30 60
1" = 30'

NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

FINAL DESIGN (FOR REVIEW)

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING GROUP, LTD. SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING GROUP, LTD.

Cad file name: P:\010894 – Pugliese\010894-01-001 (ENG) – Self Storage Ft Pierce\Engineering\CAD_Plans (dwg)\PLANS\010894-HCP.dwg 10/28/24

Bowman

PROFESSIONAL SURVEYORS AND MAPPERS: CERTIFICATE NO. LB. 8030
BOARD OF PROFESSIONAL ENGINEERS: CERTIFICATE OF AUTHORIZATION NO. 33462

Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd. Suite 301
Stuart, Florida 34994
Phone: (772) 283-1413
Fax: (772) 220-7861
www.bowmanr.com
© Bowman Consulting Group, Ltd.

4600 FLEX SPACE

FORT PIERCE FLORIDA

SITE PLAN

PROJECT NO
010894-01-001

OCTAVIO "OATS" REIS
LICENSE NO. 42503

PLAN STATUS	
DATE	DESCRIPTION

BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 30'
JOB No. 010894
DATE October 2024
FILE No. 010894-HCP

SHEET SP1

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Tuesday, September 24, 2024

Parcel Report

Parcel

PARCELNO: 2419-122-0001-040-6

Property ID: 175561

Owner1: ST LUCIE KINGS LLC

SiteAddress: 4650 OKEECHOBEE RD

Owner

Owner1: ST LUCIE KINGS LLC

Owner2:

Owner3:

MailingAddress: 101 Puglieses WAY, Unit Fl 2 Delray Beach, FL 33444-3761

Overview

PrimaryLandUse: 1000 - Vac Comm

DistrictGroup: 0022 - Fort Pierce

Subdivision: Metes and Bounds

Just/Market Value: $491,500

FinishedArea:

Acres: 2.19

TotalArea: 95,396.4

Legal Description

LegalDescription: 19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO POB;TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28,TH N 37 30 05 W 221.20 FT,TH S 52 29 33 W 185.54 FT,TH S 37 30 09 E 341.13 FT,TH N 52 35 31 E 149.75 FT,TH S 37 42 29 E 101.01 FT,N 52 26 19 E 84.86 FT,TH N 76 15 19 E 109.98 FT,TH S 28 15 34 E 42.13 FT TO CURVE CONC NE,R OF 85 FT, TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W OF CANAL # 29 AND CURVE CONC NE,R OF 443.73 FT,TH SELY ALG ARC 35.44 FT,TH S 47 59 38 W 11.05 FT,TH S 44 53 31 E 203.42 FT TO POB LESS THAT PARCEL MPDAF:19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO POB;TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28,TH N 37 30 27 W 73.78`, TH N 01 22 19 W 267.30`, TO CURVE CONC NE,R OF 85 FT, TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W OF CANAL # 29 AND CURVE CONC NE,R OF 443.73 FT,TH SELY ALG ARC 35.44 FT,TH S 47 59 38 W 11.05 FT,TH S 44 53 31 E 203.42 FT TO POB (2.19 AC)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2024	$491,500	$0	$491,500	$0	$347,391	$0	$347,391	$144,109	$0
2023	$491,500	$0	$491,500	$0	$315,810	$0	$315,810	$175,690	$0
2022	$287,100	$0	$30,400	$256,700	$287,100	$0	$287,100	$0	$0
2021	$352,700	$0	$300,500	$52,200	$352,700	$0	$352,700	$0	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
Portofino Landings CDD	2018	9,940.83	9,940.83
North St. Lucie Water Management District	2013	2.19	52.56
Fort Pierce Stormwater Charge	2012	28.9	1,994.1

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	95,396.4	SqFt

Permits

Permit Number	Issue Date	Description
23-5023	01/21/2024	Fence

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
03/07/2021	$560,000	0137	WD	Florida Tax Lien Assets IV LLC	4570-1698	Clerk of Courts
07/26/2018	$1,062,900	0311	TXDEED	Floridian Properties and Investments LLC	4162-302	Clerk of Courts
07/25/2011	$339,000	0001	WD	Prime Homes At Portofino Land	3336-357	Clerk of Courts
07/19/2011	$0	0311	WD	Portofino Landings CDD	3313-15	Clerk of Courts
01/29/2006	$0	XX03	SPWD	Portofino Landings CDD	3254-1039	Clerk of Courts
01/29/2006	$5,100,000	XX02	SPWD	2890 Inc	2483-1661	Clerk of Courts

Photos

v2023-08-17

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Tuesday, September 24, 2024

Parcel Report

Parcel

PARCELNO: 2419-122-0001-050-9

Property ID: 176141

Owner1: ST LUCIE KINGS LLC

SiteAddress: 4600 OKEECHOBEE RD

Owner

Owner1: ST LUCIE KINGS LLC

Owner2:

Owner3:

MailingAddress: 101 Puglieses WAY, Unit Fl 2 Delray Beach, FL 33444-3761

Overview

PrimaryLandUse: 1000 - Vac Comm

DistrictGroup: 0022 - Fort Pierce

Subdivision: Metes and Bounds

Just/Market Value: $357,100

FinishedArea:

Acres: 1.31

TotalArea: 57,064

Legal Description

LegalDescription: 19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO POB;TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28,TH N 37 30 27 W 73.78`,TH N 01 22 19 W 267.30`,TO CURVE CONC NE,R OF 85 FT,TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W OF CANAL # 29 AND CURVE CONC NE,R OF 443.73 FT,TH SELY ALG ARC 35.44 FT,TH S 47 59 38 W 11.05 FT,TH S 44 53 31 E 203.42 FT TO POB (1.31 AC)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2024	$357,100	$0	$357,100	$0	$252,769	$0	$252,769	$104,331	$0
2023	$357,100	$0	$357,100	$0	$229,790	$0	$229,790	$127,310	$0
2022	$208,900	$0	$117,700	$91,200	$208,900	$0	$208,900	$0	$0
2021	$198,300	$0	$179,800	$18,500	$198,300	$0	$198,300	$0	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
Portofino Landings CDD	2018	5,946.34	5,946.34
North St. Lucie Water Management District	2013	1.31	31.44
Fort Pierce Stormwater Charge	2012	10.2	703.8

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	57,064	SqFt

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
03/07/2021	$560,000	0137	WD	Florida Tax Lien Assets IV LLC	4570-1698	Clerk of Courts
07/26/2018	$1,062,900	0311	TXDEED	Floridian Properties and Investments LLC	4162-302	Clerk of Courts
07/25/2011	$218,000	0001	WD	Prime Homes At Portofino Land	3336-361	Clerk of Courts
07/19/2011	$0	0311	WD	Portofino Landings CDD	3313-15	Clerk of Courts

Photos

Landscape Data

Landscape Strip Adjacent to Public R.O.W

Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (300) square feet of required landscaped area.

Portofino Landings (West) : 315 LF x 10 = 3,150 sf

Trees Required: (3,150 sf / 300) = 11 Trees
Trees Provided: = 11 Trees
(9 Trees + 6 Palms (3:1))

Okeechobee Road (South): 282 LF x 10 = 2,820 sf

Trees Required: (2,820 sf / 300) = 9 Trees
Trees Provided: = 15 Trees

Landscape Strip Adjacent to Other Property

Vehicular use, building, retention/detention areas adjacent to other property
Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (200) square feet of required landscaped area.
Fence/Vegetated screening required where VUA abuts residentially zoned property.

Portofino Landings (North) : 678 LF x 10 = 6,780 sf

Trees Required: (6,780 sf / 300) = 23 Trees
Trees Provided: = 29 Trees
(23 Trees + 18 Palms (3:1))

Five Mile Creek (East) : 250 LF x 10 = 2,500 sf

Trees Required: (2,500 sf / 300) = 8 Trees
Trees Provided: = 8 Trees

Sea Lion Real Estate (West) : 221 LF x 10 = 2,210 sf

Trees Required: (2,210 sf / 300) = 7 Trees
Trees Provided: = 9 Trees (Existing)

Interior Vehicular Use Areas

Vehicular use areas that are four thousand (4,000) or more square feet in size shall have at least one square foot of interior landscaping for each fifteen (15) square feet of vehicular use area. One tree for each one hundred (100) square feet of required landscaped area. Each separate landscaped area shall be curbed and contain a minimum of one hundred (100) square feet of area and shall be at least ten (10) feet wide and ten (10) feet deep exclusive of curbing in all locations.

Vehicular Use Area: 64,852 sf

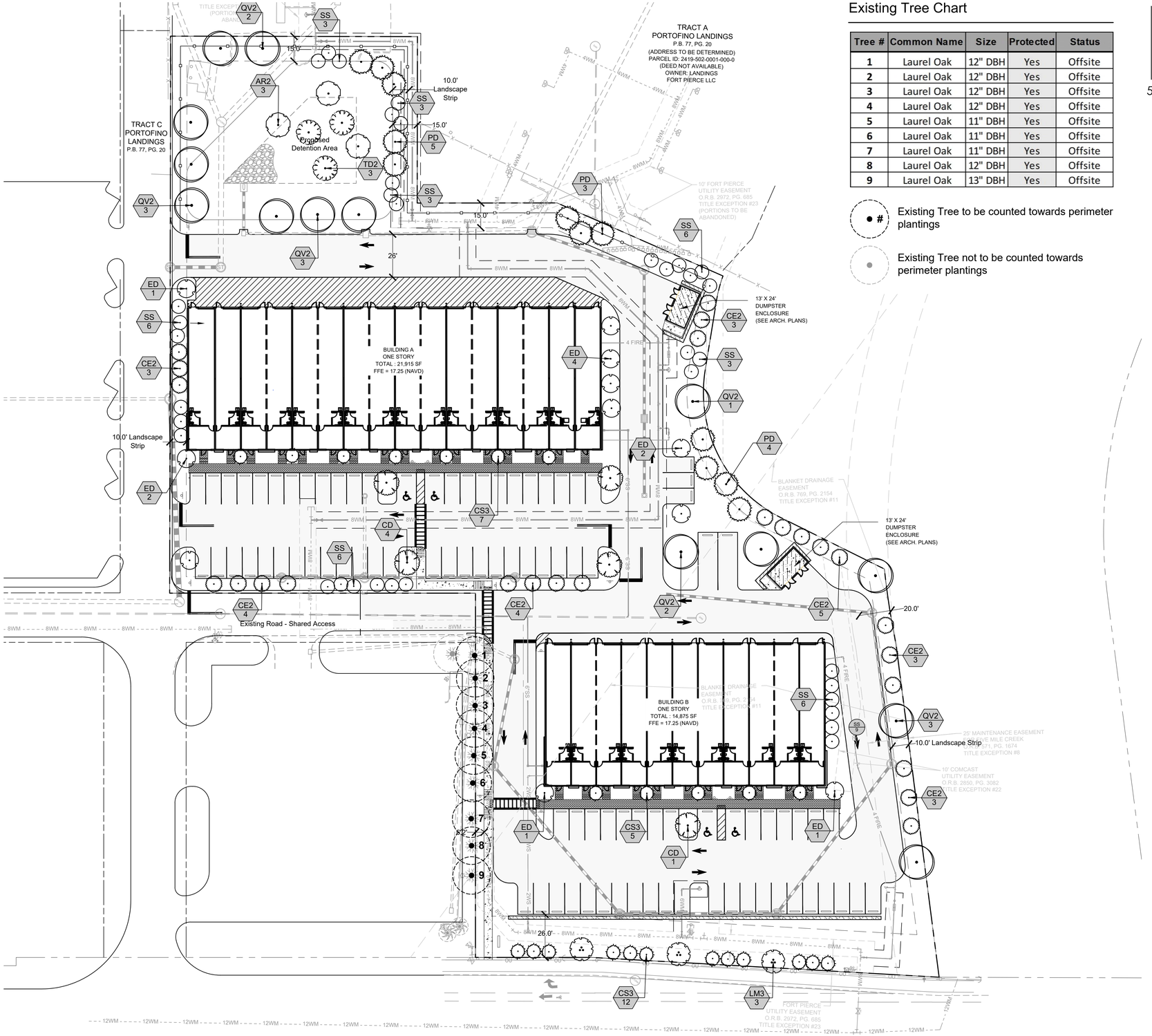
Landscape Area Required: (64,852 sf / 15 sf) = 4,323 sf
Landscape Area Provided: = 16,890 sf

Trees Required: (4,323 SF / 100) = 43 Trees
Trees Provided: = 45 Trees
(41 Trees + 12 Palms (3:1))

Fort Pierce Landscape Notes

1. Plant materials shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2.", State of Florida, Department of Agriculture, Tallahassee.
2. All trees required by this article (excluding palms that are exempt from the grades and standards) shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection.
3. Grass sod shall be clean and free of weeds, pests and diseases.
4. Planting soil for all landscaped areas shall consist of existing soil mixed with fifty (50) per cent recycled top soil. Such planting soil shall be generally indigenous to the locale, free of debris, roots, clay, stones, plants or other foreign materials. The planting soil shall extend to an appropriate depth so as to eliminate any hindrance to planting operations or detriment to good plant growth. Compliance with these soil requirements shall be verified as part of the final inspection.
5. Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf, or three (3) inches of bulk organic mulch or other suitable material which permits percolation and is approved by the department.
6. Do not place any soil or mulch over the root ball. If stakes or guide wires are used to support a tree, the wire must be covered with protective material where it is in contact with the tree and the stakes or guide wires must be removed after one year.
7. All landscaping must be protected from vehicular and pedestrian traffic by the installation of curbing, wheel stops or other protective devices along the perimeter of any landscaping which adjoins vehicular use areas or sidewalks. These protected devices shall have a minimum height of six (6) inches above grade.
8. No parking, display of vehicles or outside storage or display of merchandise is permitted in or over any required landscape area, nor are vehicles permitted to overhang any required landscaped area
9. To minimize traffic hazards at street or driveway intersections, all landscaping installations must provide unobstructed views.
10. Any irrigation system placed on city right-of-way will be the responsibility of the property owner who shall relocate, replace or repair the system as appropriate in the event it is damaged due to permitted construction in the right-of-way
11. Prior to issuance of certificate of occupancy, final landscape installation shall be certified as complete and in conformance to the approved landscape plan by submission of a certification letter by a landscape architect.
12. Property owners shall maintain all required landscaping so that it continues to present a healthy, neat and orderly appearance free of refuse and debris.
13. Vegetation required shall be replaced with equivalent vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same number of living trees.
14. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices so as to assure that the landscaping continues to maintain a healthy, neat and orderly appearance.
15. No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit
16. Removal, trimming, pruning or alteration of any tree or vegetation in an existing utility easement or public right-of-way, provided such work is done by or under the control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within the easement
17. This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place'. For existing or proposed utilities, no tree shall be planted where it could, at a mature height conflict with overhead power lines.

A. Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
B. Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
C. No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
D. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.



Existing Tree Chart

Tree #	Common Name	Size	Protected	Status
1	Laurel Oak	12" DBH	Yes	Offsite
2	Laurel Oak	12" DBH	Yes	Offsite
3	Laurel Oak	12" DBH	Yes	Offsite
4	Laurel Oak	12" DBH	Yes	Offsite
5	Laurel Oak	11" DBH	Yes	Offsite
6	Laurel Oak	11" DBH	Yes	Offsite
7	Laurel Oak	11" DBH	Yes	Offsite
8	Laurel Oak	12" DBH	Yes	Offsite
9	Laurel Oak	13" DBH	Yes	Offsite

● # Existing Tree to be counted towards perimeter plantings

● Existing Tree not to be counted towards perimeter plantings

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4600 Okeechobee Road
City of Fort Pierce Florida
Landscape Plan

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Job No.	2022-07
Drawn By	EB
Checked By	MH
Approved By	MH
Submittal Dates	02-01-23
Revision Dates	10-30-24

LP-1

Landscape Notes / Specifications

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL THE REQUIREMENTS STATED UNDER DIVISION 1 - GENERAL REQUIREMENTS AND CONDITIONS AS WELL AS THE SPECIFIC CRITERIA OUTLINED HEREIN AND ON THE LANDSCAPE DRAWINGS INCLUDING ADDENDA AS MAY BE ISSUED BY THE OWNER.

2. THE SCOPE OF WORK FOR THE LANDSCAPE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE THE PROVISION OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ALL TASKS ASSOCIATED WITH THE LANDSCAPE AND IRRIGATION INSTALLATION AS SHOWN ON THE DRAWINGS OR NOTED HEREIN. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE GENERAL CONTRACTOR REASONABLE ACCESS TO POWER AND POTABLE WATER SOURCES AS REQUIRED.

3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING ALL WORK (INCLUDING DELIVERY, STORAGE AND DISPOSAL OF THEIR MATERIALS) IS PERFORMED IN COMPLIANCE WITH APPLICABLE JURISDICTIONAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE WORK.

4. THE LANDSCAPE CONTRACTOR SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE LANDSCAPE ARCHITECT AND SUPERVISE THE WORK AT ALL TIMES THROUGH FINAL OWNER ACCEPTANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PROJECT MANAGER HAS A COMPLETE, CURRENT SET OF DOCUMENTS ON-SITE AT ALL TIMES.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH EXISTING SITE CONDITIONS AND NOTIFYING THE OWNER IN WRITING OF ANY CONCERNS PRIOR TO COMMENCEMENT OF WORK. THIS EVALUATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, VERIFICATION OF SURFACE AND SUBSURFACE UTILITIES, GRADES, DIMENSIONS AND SOIL CONDITIONS.

6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH PROJECT PLANS AND SCOPES OF WORK RELATED TO ASSOCIATED TRADES TO BE PERFORMED BY OTHERS IN ORDER TO IDENTIFY KEY COORDINATION ITEMS INCLUDING, BUT NOT LIMITED TO, SITE ACCESS, MATERIAL STORAGE, SCHEDULING AND SEQUENCING OF WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL SITE ISSUES WITH THE GENERAL CONTRACTOR.

7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT WORK, MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO THEIR ACTIVITIES. THE LANDSCAPE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESULT OF THE EXECUTION OF THEIR WORK.

8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE AREA, MATERIALS AND EQUIPMENT WITHIN THE LIMITS OF WORK IN A SAFE, NEAT AND ORDERLY MANNER. EXCESS MATERIALS AND DEBRIS ARE TO BE REMOVED FROM THE WORK AREA NO LESS THAN WEEKLY OR AS DIRECTED BY THE GENERAL CONTRACTOR.

9. THE LANDSCAPE CONTRACTOR MUST TAKE PRECAUTIONS TO PROTECT ALL EXISTING SITE ROADS PARKING LOTS, CURBS AND UTILITIES FROM DAMAGE. THIS APPLIES NOT ONLY TO THE AREA WITHIN THE LIMITS OF WORK BUT ALSO ALONG ANY LOCAL ACCESS ROADS.

10. THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZE LOCAL PRACTICES.

11. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES (SILT FENCE, ORANGE GEO FENCE AND/OR OTHER MEASURES) ARE INSTALLED PRIOR TO BEGINNING EXCAVATION.

12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PLANT MATERIALS AND THE PLANTING AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER.

13. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE AGRONOMIC EVALUATION OF SOIL CHARACTERISTICS. EVALUATION MUST INCLUDE CHEMICAL ANALYSIS BY A QUALIFIED AGRICULTURAL SOILS TESTING LABORATORY (CERTIFIED IN THE STATE OF FLORIDA). SOILS SAMPLE SHOULD BE TAKEN IMMEDIATELY FOLLOWING COMPLETION OF ROUGH GRADING ACTIVITIES AND SHOULD BE COLLECTED AT A RATE ON ONE SAMPLE FOR EACH 5,000 SQUARE FEET OF IMPACTED AREA, OR A TOTAL OF SIX, WHICHEVER IS GREATER. AT A MINIMUM THE CHEMICAL ANALYSIS OF THE SOIL SHOULD CONSIDER THE FOLLOWING:

- A. PERCENTAGE OF ORGANIC MATTER
- B. SALINITY
- C. PH
- D. LIME CONTENT
- E. MINERAL NUTRIENTS INCLUDING CONCENTRATIONS OF NITROGEN, PHOSPHOROUS, POTASSIUM, CALCIUM, MAGNESIUM, IRON, ZINC, MANGANESE, COPPER, SULFUR, AND MOLYBDENUM.
- F. POTENTIAL HAZARDS OR IMPEDIMENTS FOR PLANT GROWTH INCLUDING SALINITY, SODIUM CHLORIDE, BORON, IMPAIRED SOIL STRUCTURE OR DRAINAGE.
- F. SAND FRACTION ANALYSIS AS A PERCENTAGE PASSING THROUGH 1', ¡ , AND NO. 200 SIEVES
- H. PERCOLATION RATE IN INCHES PER HOUR.

THE ANALYSIS SHOULD ALSO INCLUDE SPECIFIC RECOMMENDATIONS TO THE OWNER FOR ANY AMENDMENTS AND BACKFILL MIXES FOR OPTIMAL PLANT GROWTH TO BE MADE TO THE SOILS PRIOR TO PLANTING. THE CONTRACTOR SHOULD INCLUDE THE COST FOR SOIL AMENDMENTS. THE CONTRACTOR IS TO PROVIDE THE OWNER WITH COPIES OF ALL SOIL TESTING RESULTS. SUBMITTAL DOCUMENTATION MUST ALSO CONTAIN A GRAPHIC SITE PLAN DEPICTING LOCATIONS FROM WHICH EACH SAMPLE WAS DRAWN.

14. THE LANDSCAPE CONTRACTORS BASE BID FOR SOIL PREPARATION IS TO INCLUDE THE FOLLOWING WITH THE UNDERSTANDING THAT MIX DESIGN MAY NEED TO BE ADJUSTED BASED ON OUTCOME OF AGRONOMIC TESTING.

- A. TREES: 100% SITE SOIL WITH 5LB. TRIPLE SUPER PHOSPHATE PER CU. YD.
- B. SHRUBS: 100% SITE SOIL WITH OSMOCOTE CONTROLLER RELEASE FERTILIZER (14-14-14) PER MANUFACTURER'S RECOMMENDATION.
- C. THE SOILS TEST RESULTS TAKE PRECEDENCE OVER THE ITEMS NOTED IN A AND B ABOVE.

15. SHOULD OWNER AND LANDSCAPE CONTRACTOR AGREE WITH THE RECOMMENDATION OF THE TESTING AGENCY TO FURTHER AMEND THE SOILS THE CONTRACTOR'S CONTRACT WILL BE ADJUSTED ACCORDINGLY. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT SAMPLES OF AMENDED SOILS TO BE RE-TESTED TO CONFIRM COMPLIANCE WITH RECOMMENDATIONS FOLLOWING THE SAME PROCEDURES AS THE ORIGINAL TESTS.

16. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF EACH PLANT MATERIAL REQUIRED TO ADEQUATELY COVER THE AREA SHOWN ON THE LANDSCAPE PLANS AT THE PRESCRIBED SPACING AND NOTIFYING THE OWNER IMMEDIATELY OF ANY PERCEIVED DISCREPANCIES FOR RESOLUTION. THE PLANT SPACING CONTROLS BED LAYOUT, NOT THE PLAN QUANTITY FOR THAT PARTICULAR BED.

FINE GRADING NOTES

1. FINISHED GRADE IN PLANTING AREAS SHALL BE HELD 3" BELOW THE FINISHED ELEVATIONS SHOWN FOR ALL ADJACENT HARDSCAPE SURFACES.

2. ALL FILL REQUIRED SHALL BE CLEAN, WELL DRAINING SOIL. FILL SHALL BE CLEAN AND FREE OF ALL MATERIAL HARMFUL TO PLANT GROWTH AND DELETERIOUS MATERIAL SUCH AS ROCKS (LARGER THAN 2" DIA.), COMPACTED CLAY, ROADBED OR SURFACING MATERIAL, MUCK, ROOTS AND BRANCHES. ETC.

3. THE LANDSCAPE CONTRACTOR IS TO ENSURE THAT THEIR WORK DOES NOT ADVERSELY IMPACT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

INSTALLATION NOTES

1. PLANT AND LANDSCAPE MATERIALS SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1, AS GIVEN IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, AS PREPARED BY THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.
2. A 3" THICK LAYER OF ORGANIC NON-CYPRESS MULCH SHALL BE APPLIED TO ALL LANDSCAPE AND PLANTING AREAS.
3. ALL EXOTIC VEGETATION TO BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
4. THIS PLAN HAS BEEN DESIGNED TO MEET WITH THE TREE PLANTING REQUIREMENTS CONTAINED WITHIN THE FPL DOCUMENT ENTITLED "PLANT THE RIGHT TREE IN THE RIGHT PLACE."
5. FOR EXISTING OR PROPOSED UTILITIES, NO TREE SHALL BE PLANTED WHERE IT COULD, AT MATURE HEIGHT, CONFLICT WITH OVERHEAD POWER LINES. LARGE TREES [HEIGHT AT MATURITY OF MORE THAN THIRTY (30) FEET] SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF THIRTY (30) FEET FROM THE NEAREST OVERHEAD POWER LINE. MEDIUM HEIGHT TREE [HEIGHT AT MATURITY BETWEEN TWENTY (20) AND THIRTY (30) FEET] SHALL BE OFFSET AT LEAST TWENTY (20) FEET AND SMALL TREES [HEIGHT AT MATURITY OF LESS THAN (20) FEET] REQUIRE NO OFFSET.
6. NO TREE, SHRUBS, HEDGES OR VINES SHALL BE PLANTED WITHIN FIVE (5) FEET OF ANY EXISTING OR PROPOSED UTILITY POLE, GUY WIRE OR-PAD MOUNTED TRANSFORMER. PALMS SHOULD BE PLANTED AT A DISTANCE E UAL TO OR GREATER THAN THE AVERAGE FRONT LENGTH PLUS TWO (2) FEET FROM POWER LINES.
7. WETLAND BUFFERS, BUFFER PROTECTION AREAS, AND UPLAND PRESERVE AREAS SHALL BE PROTECTED FROM EXCAVATION, CONSTRUCTION, AND OTHER BUILDING MAINTENANCE ACTIVITIES.
8. TREES TO REMAIN DURING CONSTRUCTION SHALL BE PROTECTED AND BARRICADED. SEE TREE PROTECTION NOTE.
9. FERTILIZER SHALL BE COMPLETE WITH APPROXIMATELY THE FOLLOWING RATIO: 3N-1P-3K (+1MG FOR PALMS ONLY)
10. TREES AND PALMS ARE TO BE PLANTED IN ACCORDANCE TO LANDSCAPE PLAN. GOOD HORTICULTURAL PRACTICES MUST BE OBSERVED.
11. TREES AND PALMS ARE TO BE PLANTED IN THE RIGHT-OF-WAY (ROW) AT A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB AT LOCATIONS IDENTIFIED ON THE LANDSCAPE PLAN. AWARDED BIDDER SHALL STAKE AND/OR PAINT PLANTING LOCATIONS IN THE FIELD. UPON APPROVAL BY THE CUSTOMER, THESE AREAS SHALL BE SPRAYED WITH AN APPROVED HERBICIDE AND MAINTAINED WEED-FREE FOR THE DURATION OF THE PROJECT.
12. EXCAVATE PLANTING HOLES WITH VERTICAL SIDES. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES. MAKE EXCAVATIONS TWICE AS WIDE AS THE ROOT BALL DIAMETER AND SLIGHTLY LESS (TWO INCHES) THAN THE DISTANCE BETWEEN THE TOP-MOST ROOT IN THE ROOT BALL AND THE BOTTOM OF THE ROOT BALL. ALTERNATIVELY, EXCAVATE THE HOLE SLIGHTLY WIDER THAN THE ROOT BALL AND PLACE THE ROOT BALL IN THE HOLE SO THE TOP-MOST ROOT IS EVEN WITH OR SLIGHTLY (2 INCHES) HIGHER THAN THE SURROUNDING LANDSCAPE GRADE. THEN, LOOSEN THE SURROUNDING SOIL OUT TO A DIAMETER EQUAL TO TWICE THE DIAMETER OF THE ROOT BALL. FINALLY, PUSH THE LOOSENED SOIL TOWARD THE ROOT BALL TO FILL THE HOLE.

    IF WATER FILLS THE BOTTOM OF THE PLANTING HOLE, ADD SOIL TO THE BOTTOM OF THE HOLE UNTIL THE WATER IS COVERED. PACK THIS ADDED SOIL FIRMLY. PLACE THE ROOT BALL ON THIS PACKED, SOLID SOIL, NOT IN WATER. NO PART OF THE ROOT BALL SHALL BE PLACED IN WATER. IF NECESSARY, BRING IN SOIL SIMILAR TO SITE SOIL TO COVER THE SIDES OF THE ROOT BALL, CREATING A RAISED MOUND. THE BASE OF THE MOUND (I.E. THE OUTER DIAMETER) CREATED SHALL BE AT LEAST SIX TIMES THE DIAMETER OF THE ROOT BALL.

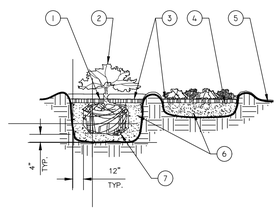
    WHEN PLANTING ON A SLOPE, THE TOP-MOST MAIN ROOT IN THE ROOT BALL SHALL BE EVEN WITH THE GRADE ON THE UPHILL SIDE OF THE TREE. SITE SOIL WILL NEED TO BE ADDED ON THE DOWNHILL SIDE TO COVER THE SIDES OF THE ROOT BALL AND TO CONSTRUCT THE SOIL BERM TO HOLD WATER. THE AMOUNT OF SOIL ADDED ON THE DOWNHILL SIDE WILL DEPEND ON THE SLOPE AND SIZE OF THE ROOT BALL.
13. REMOVE ALL WOOD, PLASTIC, OR GRO-BAGS FROM THE ROOT BALL. SET PLANTS IN CENTER OF HOLES WITH THE TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISHED LANDSCAPE GRADES AND PLUMB THE TREE SO THE TRUNK IS VERTICAL. BACKFILL FIELD SOIL AROUND SIDES OF ROOT MASS AND WORK EACH LAYER TO SETTLE AND ELIMINATE VOIDS AND AIR POCKETS. MATERIAL MUST BE WATERED IN AS PLANTED. PROVIDE APPROXIMATELY 5 GALLONS OF WATER PER INCH OF TRUNK CALIPER TO THE ROOT BALL ONCE ALL BACKFILL IS FILLED IN AROUND THE ROOT BALL.
14. PROVIDE A 2-3" HIGH SOIL BERM AROUND THE EDGE OF ROOT BALL TO FORM A SHALLOW SAUCER TO COLLECT WATER. THE WATERING SAUCER, REGARDLESS OF HOLE SIZE, IS TO BE AT EDGE OF ROOT BALL. ALTERNATIVELY, COBRA EDGING IS TO BE INSTALLED AT THE EDGE OF THE ROOT BALL.
15. BROADCAST OVER THE ROOT BALL AND BACKFILL SOIL, AT THE RECOMMENDED RATE, A BROAD-SPECTRUM PRE-EMERGENT HERBICIDE PRIOR TO MULCHING.
16. APPLY A CONTROLLED-RELEASE FERTILIZER TO THE SOIL SURFACE UNDER THE MULCH AT 1LB. NITROGEN PER 1000 FT2, PRIOR TO MULCHING. NO OTHER AMENDMENTS ARE NECESSARY.
17. ON TREES UP TO 4" CALIPER, APPLY A THREE (3) -INCH LAYER OF MULCH TO AN EIGHT (8) -FOOT DIAMETER CIRCULAR AREA AROUND THE TRUNK. ON LARGER CALIPER TREES, APPLY A TWO (2) -FOOT DIAMETER MULCH AREA FOR EACH INCH OF TRUNK CALIPER. NO MULCH SHALL BE APPLIED TO THE INNER HALF OF THE ROOT BALL SURFACE.
18. TREES AND PALMS ARE TO BE SECURED BY AWARDED BIDDER AS SHOWN IN EXHIBITS A-C, (NOTE: STAKING IS OPTIONAL FOR MORE PROTECTED LOCATIONS).
19. A REPRESENTATIVE WILL INSPECT TREES AND PALMS DURING INSTALLATION. MATERIAL THAT IS IN SHOCK OR HAS BEEN DAMAGED DURING INSTALLATION SHALL BE REPLACED BY AWARDED BIDDER WITHIN FIVE (5) WORKING DAYS FROM NOTIFICATION.
20. REMOVE FROM WORK SITE ALL EXCESS MATERIALS (E.G., SOIL, DEBRIS AND EQUIPMENT) DAILY THROUGH DURATION OF PROJECT. DAMAGES RESULTING FROM INSTALLATION SHALL BE REPAIRED BY AWARDED BIDDER.
21. PRUNING: IF THERE IS A DOUBLE LEADER IN THE TOP HALF OF THE TREE, SHORTEN ONE, BY ABOUT ONE-HALF, BACK TO A LIVE BRANCH THAT POINTS AWAY FROM THE TREE AND IS AT LEAST ONE-THIRD THE DIAMETER OF THE CUT LEADER. REMOVE BROKEN PORTIONS OF DAMAGED BRANCHES BACK TO A LIVE LATERAL BRANCH.
22. REMOVE ALL STRING OR WIRE WRAPPED AROUND THE TRUNK. REMOVE ALL STRAPS, ROPE AND STRING USED TO LIFT THE ROOT BALL. REMOVE ALL BURLAP AND WIRE FROM THE TOP OF THE ROOT BALL.

ACCEPTANCE NOTES

1. INSPECTION TO DETERMINE ACCEPTANCE OF PLANTED AREAS WILL BE MADE BY THE CUSTOMER REPRESENTATIVE UPON AWARDED BIDDER'S REQUEST. PROVIDE NOTIFICATION A MINIMUM OF FIVE (5) WORKING DAYS BEFORE REQUESTED INSPECTION DATE.

    PLANTED AREAS WILL BE ACCEPTED PROVIDED ALL REQUIREMENTS, INCLUDING MAINTENANCE, HAVE BEEN SATISFIED AND PLANT MATERIALS ARE IN A HEALTHY, VIGOROUS CONDITION.
2. THE CUSTOMER REPRESENTATIVE WILL PREPARE A "PUNCH LIST" OF THOSE ITEMS, WHICH MUST BE CORRECTED BEFORE RE-INSPECTION FOR FINAL ACCEPTANCE. THE REPRESENTATIVE WILL DETERMINE AN APPROPRIATE TIME PERIOD FOR CORRECTIONS. AWARDED BIDDER MUST REQUEST RE-INSPECTION TWO (2) WORKING DAYS IN ADVANCE.

PLAN

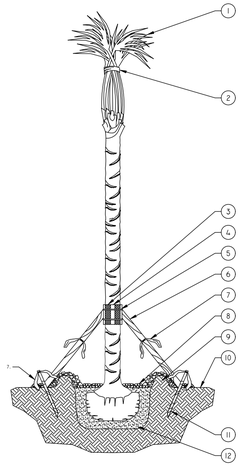


SECTION

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.

SHRUB/GROUNDCOVER PLANTING

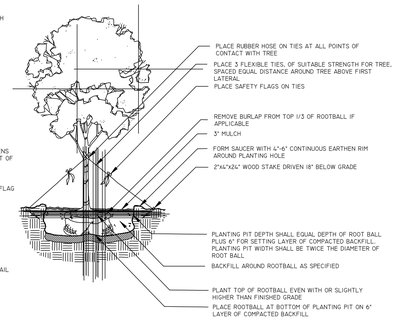
N.T.S.



NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.
C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

1. MINIMUM OF NINE (9) GOOD PALM FRONDS
2. PRUNE AND TIE FRONDS WITH HEMP TWINE. CABBAGE PALMS TO BE "HURRICANE CUT"
3. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
4. FIVE 2" X 4" X 18" WOOD BATTENS.
5. SECURE BATTENS WITH 2-3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
6. ATTACH 3-2" X 4" X 8' (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. FLAG AT MIDPOINT AND AT BASE.
7. PROVIDE FLAGGING
8. 3" MULCH
9. BERM SOIL TO HOLD WATER
10. FINISH GRADE
11. 2" X 4" X 24" (MIN.) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES
12. PREPARED PLANTING SOIL MIX AS SPECIFIED. COMPACT BENEATH ROOT BALL.



TREE PLANTING DETAIL

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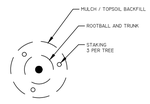

PLAN

PALM TREE PLANTING

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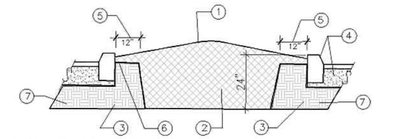

1. CROWN MEDIANS @ 4:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING SOIL MIX. BOTTOM OF PIT TO BE NATIVE SOIL.
3. PROVIDE CONTINUOUS "DEEP ROOT"/ ROOT BARRIER. (WHEN SPECIFIED).
4. PROTECT AND RETAIN ALL CURBS AND BASE.
5. PROVIDE 12" DEAD ZONE @ CURB EDGES.
6. PROVIDE 2" FROM TOP OF CURB TO FINISH GRADE TO ALLOW FOR MULCH OR SOD. PROVIDE 4" MINIMUM TOPSOIL ABOVE COMPACTED SUBGRADE FOR SOD (TYP.).
7. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).

GENERAL NOTES

A. VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION ACTIVITY.
B. EXCAVATE ENTIRE AREA UNDER ALL SHRUBS/GROUNDCOVER/TREES.
C. ALL MEDIANS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS OR DO NOT MEET LOCAL REQUIREMENTS.

TYPICAL LANDSCAPE MEDIAN

SECTION N.T.S.

TREE SCHEDULE

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE
TREES					
	AR2	3	Florida Flame Red Maple / Acer rubrum `Florida Flame`	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	CD	5	Pigeon Plum / Coccoloba diversifolia	12` HT. x 6` Spr. Min,	Yes
	CE2	25	Green Buttonwood / Conocarpus erectus	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	CS3	24	Silver Buttonwood / Conocarpus erectus sericeus	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	ED	11	Japanese Blueberry Tree / Elaeocarpus decipiens TM	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	No
	LM3	3	Lavender Crape Myrtle / Lagerstroemia x `Muskogee`	2.5" DBH, 12` Ht. x 5` Spr. Min., Multi-trunk, 5` ct.	No
	PD	12	Slash Pine / Pinus elliottii densa	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	QV2	14	Southern Live Oak / Quercus virginiana	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	TD2	3	Bald Cypress / Taxodium distichum	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
PALMS					
	SS	36	Cabbage Palmetto / Sabal palmetto	30% @ 12` ct., 35% @ 15` ct., 35% @ 18` ct., Stagger Hts. within groups	Yes

SHRUB SCHEDULE

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	SPACING
SHRUB AREAS				
CG	52	Small Leaf Clusia / Clusia guttifera	3 gal., 24" Ht. min., Full	24" o.c.
VS	118	Sandankwa Viburnum / Viburnum suspensum	3 gal., 24" Ht. min., Full	24" o.c.

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Florida
City of Fort Pierce
Landscape Specifications

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Job No. 2022-07
Drawn By EB
Checked By MH
Approved By MH
Submittal Dates 02-01-23
Revision Dates 10-30-24

LP-2

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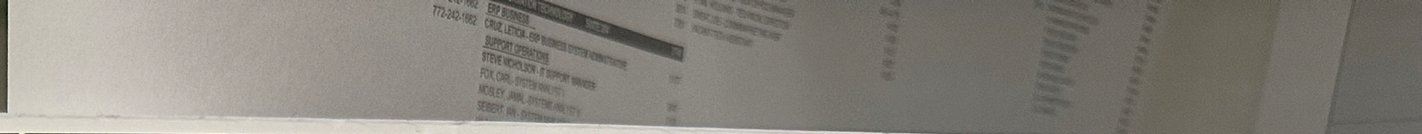
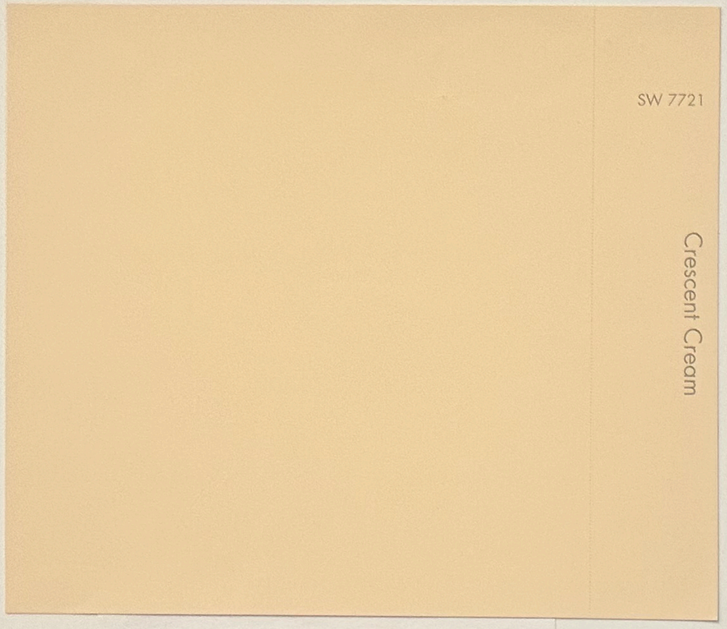
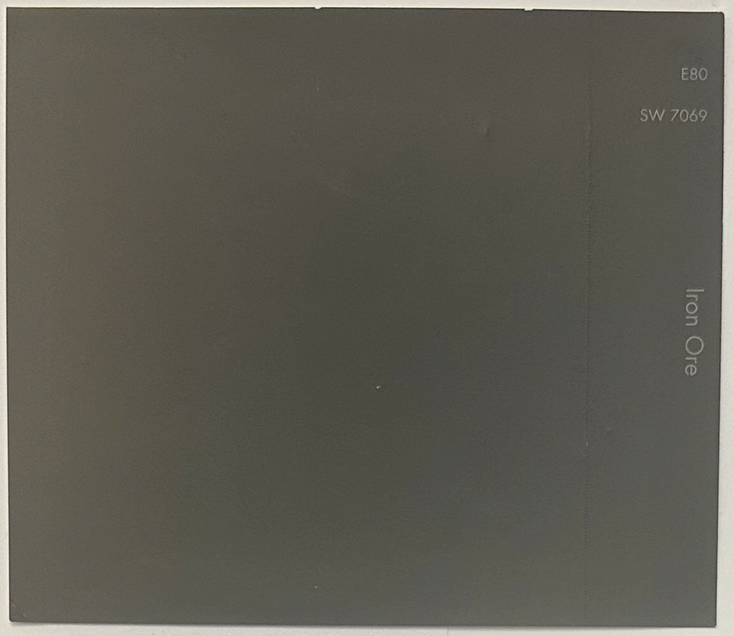
4600





SW 7721 – CRESCENT CREAM

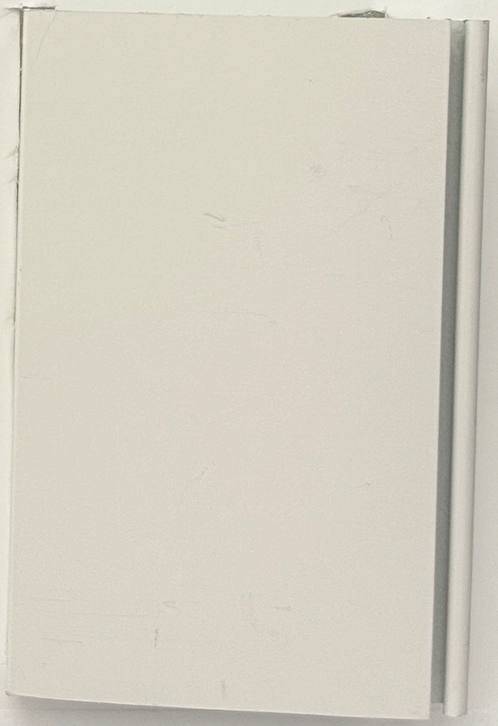


SW 7069 – IRON ORE

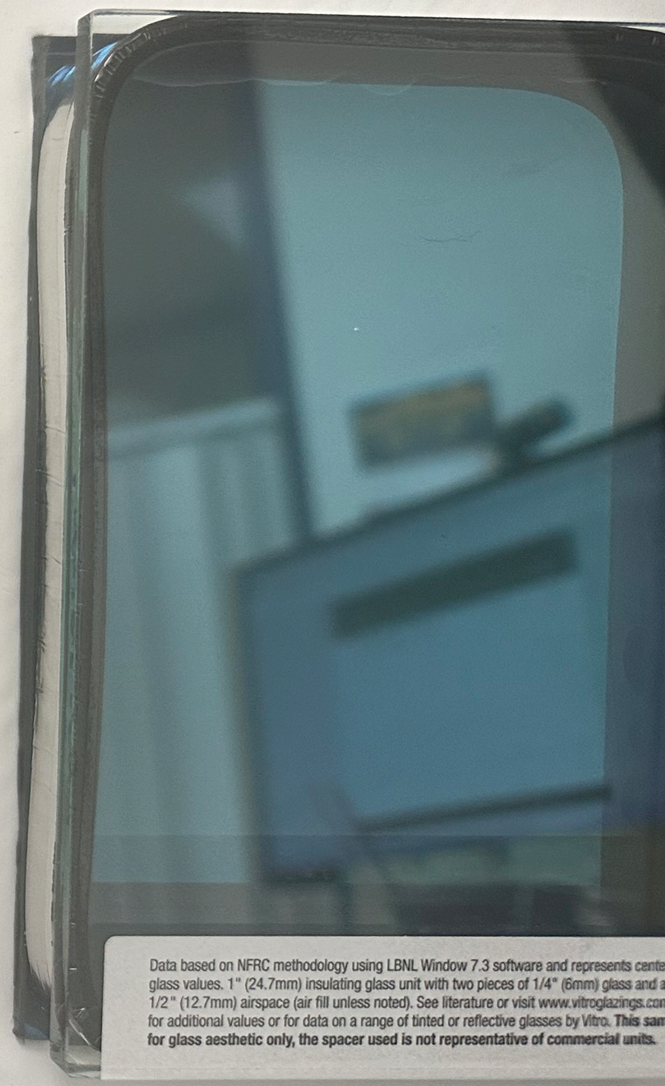
SW 7502 – DRY DOCK

EXTERIOR PAINT COLORS

GRAY POWDER COAT USED FOR ALUMINUM CANOPY



WHITE ALUMINUM FINISH TO BE USED FOR STOREFRONT WINDOWS



GRAY TINTED IMPACT GLASS

INDUSTRIAL WAREHOUSE BUILDING • 4600 OKEECHOBEE RD., FORT. PIERCE, FL. 34947 • CORRALES GROUP ARCHITECTS

TWO FLEX WAREHOUSE BUILDINGS

LOCATED AT

4600 OKEECHOBEE RD . FORT PIERCE, FL 34947

PREPARED FOR

PUGLIESE CREATE VENTURES

OJECT D

OWN

[redacted] way, Suite 200
[redacted] Beach, FL 33444
[redacted]561) 454-1625
[redacted] Vice [redacted]

ARCHITE

[redacted] Boulevard
[redacted] Raton, FL 33431
[redacted](561) 995-6700 FAX: (561) 995
[redacted] Sales - Principal in Ch
[redacted] Plaza, [redacted]

STRUCTURAL ENGIN

[redacted] Raton, FL 33432
[redacted](561) 982-8999
[redacted] Johnson - President/Project E
[redacted] johnsonstructural

CIVIL ENGINE

[redacted] Beach, FL 33442
[redacted](954) 949-2200 FAX: (954)94
[redacted]m - Principal/Project Mana
[redacted] Bl

MEP ENGINE

[redacted] Village Center
[redacted] St. Lucie, FL 34987
[redacted](772) 283-1413
[redacted] Keller [redacted]

LANDSCAPE ARCHIT

[redacted] Corporate Pkwy
[redacted] City, FL 34990
[redacted](772) 678-7200
[redacted] - Pr[redacted]

NERAL NO

1. ALL WORK SHALL TO COMPLY WITH ALL LOCAL, STATE, & NATIONAL REGULATIONS HAVING JURISDICTION OVER THIS PROJECT.

2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH BUILDING STANDARD PRACTICE OF CARE AND IN A QUALITY WORKMANSHIP LIKE MANNER.

3. THE TERMS "NOT PART OF CONTRACT" OR "NOT IN CONTRACT (NIC)" DO NOT PRECLUDE OTHER WORK ASSOCIATED WITH THE CONTRACT WHICH MUST OCCUR IN THE VICINITY OF THE AREA OR THROUGH THE SPACE.

4. ANY DISCREPANCIES WITHIN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING BEFORE BIDDING.

5. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. ANY DISCREPANCY BETWEEN EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING PRIOR TO BIDDING.

6. IF FIELD CONDITIONS NECESSITATE ANY CHANGES OR MODIFICATIONS, THE CHANGES OR MODIFICATIONS MUST BE APPROVED BY THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.

7. ALL CHANGE ORDERS MUST BE REVIEWED BY THE ARCHITECT PRIOR TO PROCEEDING WITH ANY WORK. FAILURE TO FOLLOW THIS STEP MIGHT RESULT IN NON-PAYMENT.

8. THE GENERAL CONTRACTOR SHALL ESTABLISH ALL ITEMS WHICH REQUIRE IMMEDIATE PROCESSING DUE TO LONG LEAD ORDERING TIME. A LIST OF THESE ITEMS SHALL BE SUBMITTED TO THE ARCHITECT WITHIN ONE WEEK AFTER THE CONTRACT IS AWARDED.

9. THE GENERAL CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE OWNER TEN (10) DAYS AFTER THE AWARD OF THE CONTRACT.

10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEAN-UP, INCLUDING BUT NOT LIMITED TO THE CLEANING OF ALL INTERIOR GLASS SURFACES.

11. SUB CONTRACTOR SHALL SUBMIT SHOP DRAWINGS THROUGH THE GENERAL CONTRACTOR. ONCE CHECKED, THE GENERAL CONTRACTOR SHALL SUBMIT THE SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL BEFORE PROCEEDING WITH ANY FABRICATION OR INSTALLATION.

12. ALL MATERIALS SHALL BE DELIVERED IN AMPLE QUANTITIES TO PREVENT DELAY OF WORK.

13. MANUFACTURER'S DIRECTIONS FOR APPLICATION, INSTALLATION AND METHODS SHALL BE FOLLOWED AND ARE HEREWITH MADE APART OF THE CONSTRUCTION DOCUMENTS.

14. ALL WOOD IN CONTACT WITH MASONRY TO BE PRESSURE TREATED.

15. ALL PENETRATIONS PASSING THROUGH FIRE RATED PARTITION ASSEMBLIES ARE TO BE PROTECTED

16. DOWNSPOUTS ARE TO BE CONNECTED TO RAIN WATER LEADERS AND UNDERGROUND DRAINAGE SYSTEM UNLESS OTHERWISE NOTED

17. UPON COMPLETION OF THE JOB, THE CONTRACTOR WILL PROVIDE THE TENANT AND LANDLORD WITH: A. RELEASE OF LIENS FOR ALL SUB-CONTRACTORS B. AS-BUILT PLANS C. A FINAL RELEASE OF LIENS FROM THE GENERAL CONTRACTOR D. THE ORIGINAL BUILDING PERMIT PLANS WITH THE ORIGINAL INSPECTOR'S SIGNATURES

18. PROVIDE ONE CERTIFIED 2A-10BC FIRE EXTINGUISHER FOR EACH 3000 SQUARE FEET AND WITH A MAXIMUM TRAVEL DISTANCE TO REACH OF 75 FEET. TOP NOT TO EXCEED 5 FEET ABOVE THE FLOOR.

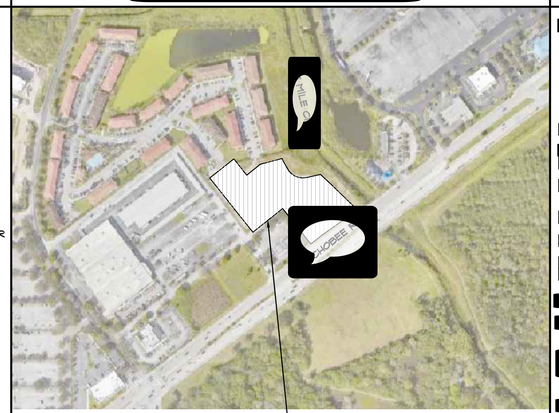
19. CONTRACTOR SHALL PROVIDE OWNER WITH 1 YEAR WARRANTY ON ALL MATERIALS, SYSTEMS AND EQUIPMENT AND 15 YEAR MANUFACTURER'S WARRANTY ON THE TPO ROOFING SYSTEM

20. FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING IN A MANNER ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION. SUCH IDENTIFICATION SHALL BE ABOVE ANY DECORATIVE CEILING AND IN CONCEALED SPACES. SUGGESTED WORDING FOR FIRE AND SMOKE BARRIERS: "FIRE AND SMOKE BARRIER-PROTECT ALL OPENINGS".

21. SLIP RESISTANCE: FLOORING FINISH MATERIAL (INCLUDING BUT NOT LIMITED TO TILE, POLISHED FINISHES, VCT, ETC.) SHALL MEET ANSI/NFSI B-101.1 AND SHALL PROVIDE 0.6 SCOF (STATIC COEFFICIENT OF FRICTION) FOR FLAT SURFACES AND 0.8 SCOF FOR RAMPS. SUBMIT PRODUCT DOCUMENTATION AND MATERIAL SAMPLE FOR REVIEW.

22. THE BLDG. SHALL BE PROVIDED WITH AN E.S.F.R. AUTOMATIC FIRE-EXTINGUISHING SYSTEM THROUGH OUT AS REQUIRED BY FBC 2010 903.3.1.1 NFPA 13. FIRE SPRINKLER DRAWINGS ARE NOT PART OF THIS SUBMITTAL AND SHALL BE SUBMITTED BY SPRINKLER CONTRACTOR UNDER SEPARATE PERMIT APPLICATION.

CATION M



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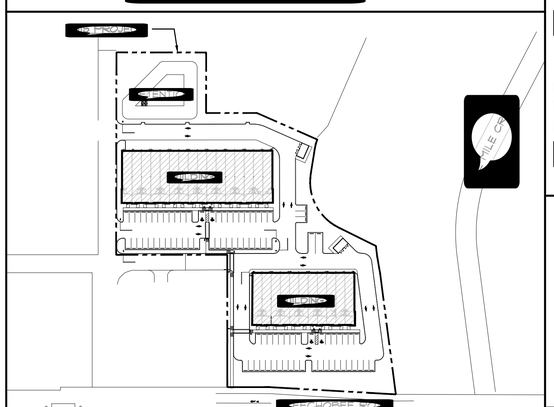

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[redacted] Corporate Park Drive
[redacted] Florida 34431 (561)
[redacted] ugliesgroup.com
[redacted] AA

A-0

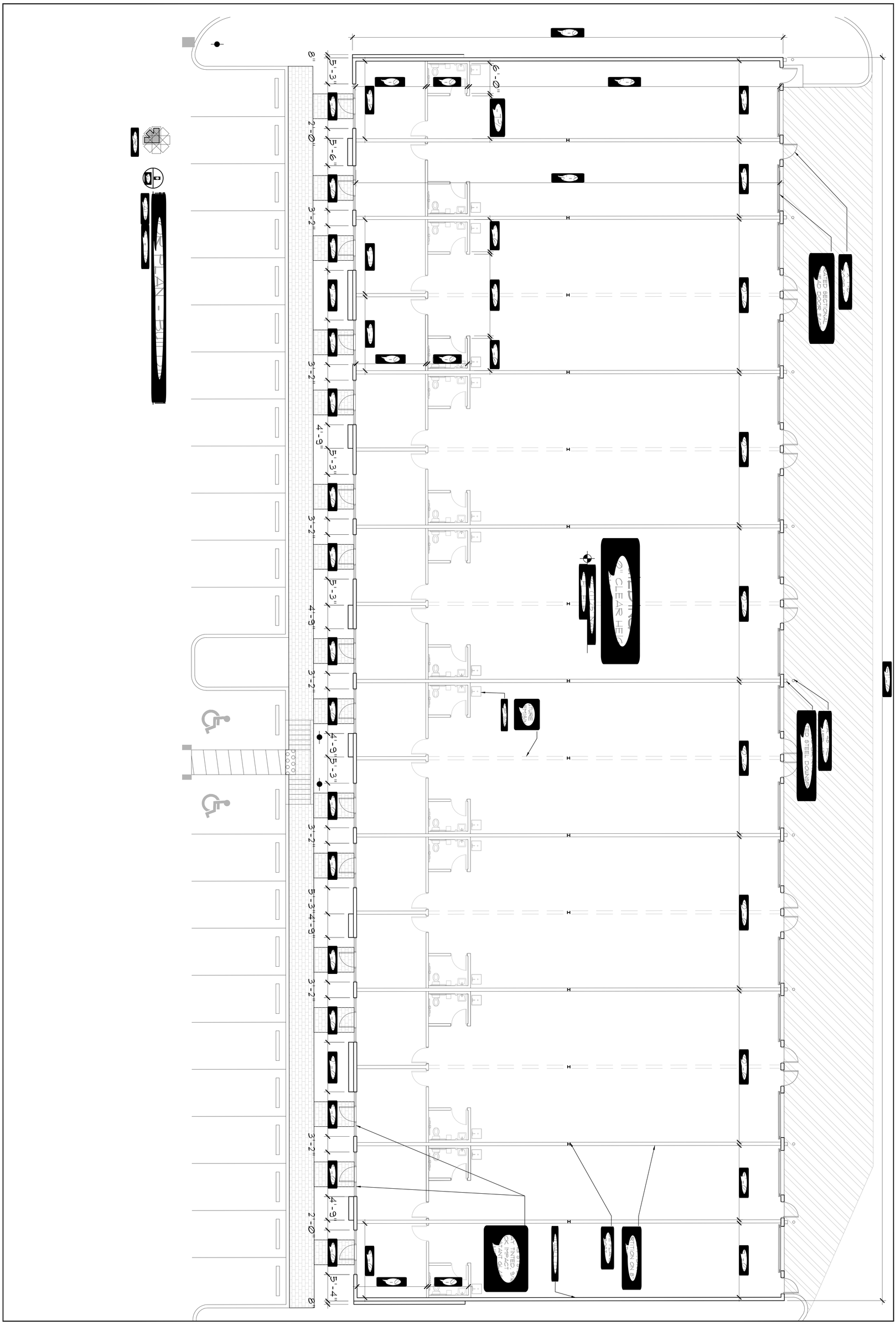
[redacted] SHEET

corrales group
architects

SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

SITE DETAILS

A-1



A-2

FLOOR PLAN

SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

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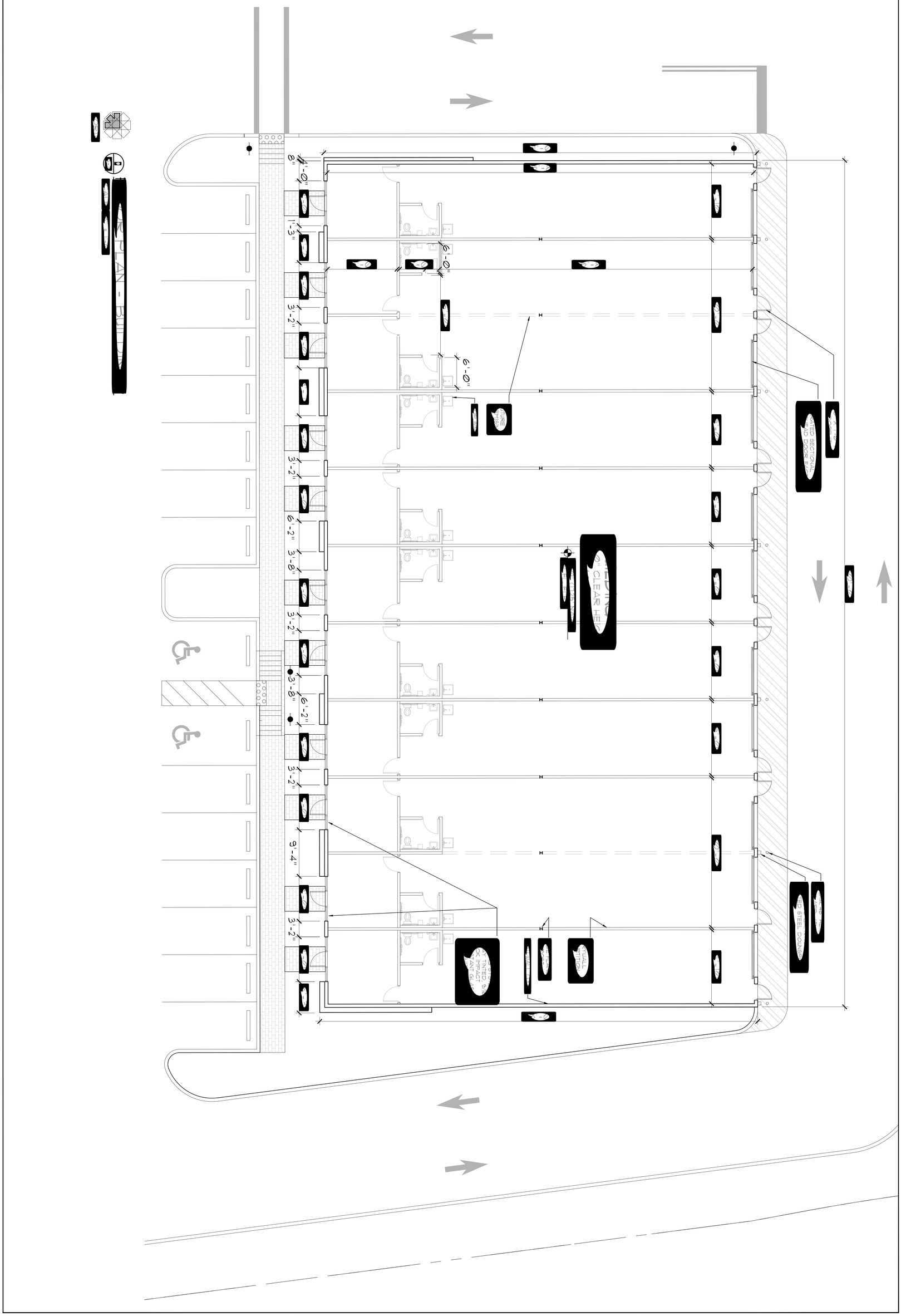

A-3

FLOOR PLAN

SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

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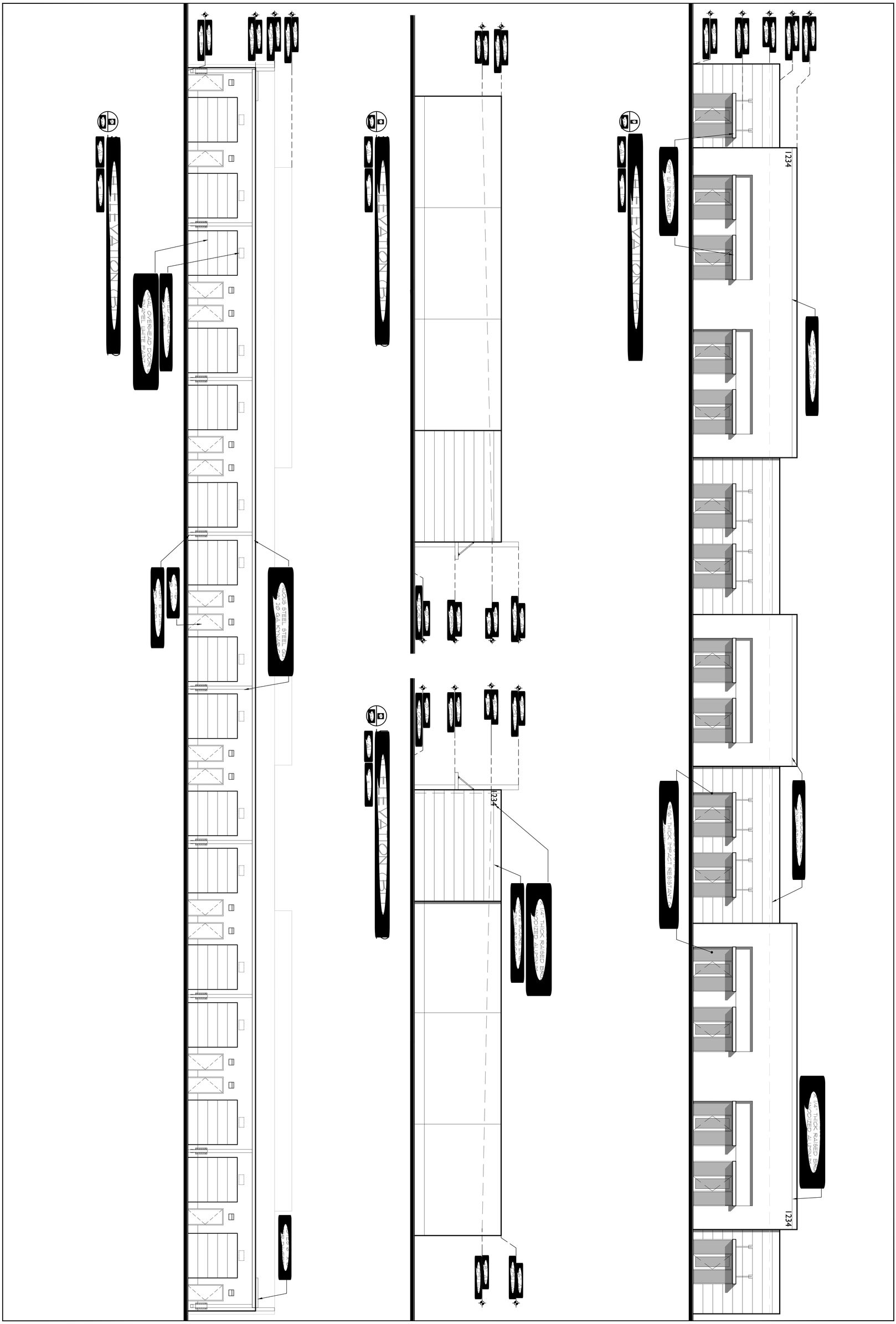

A-4

ELEVATIONS

SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

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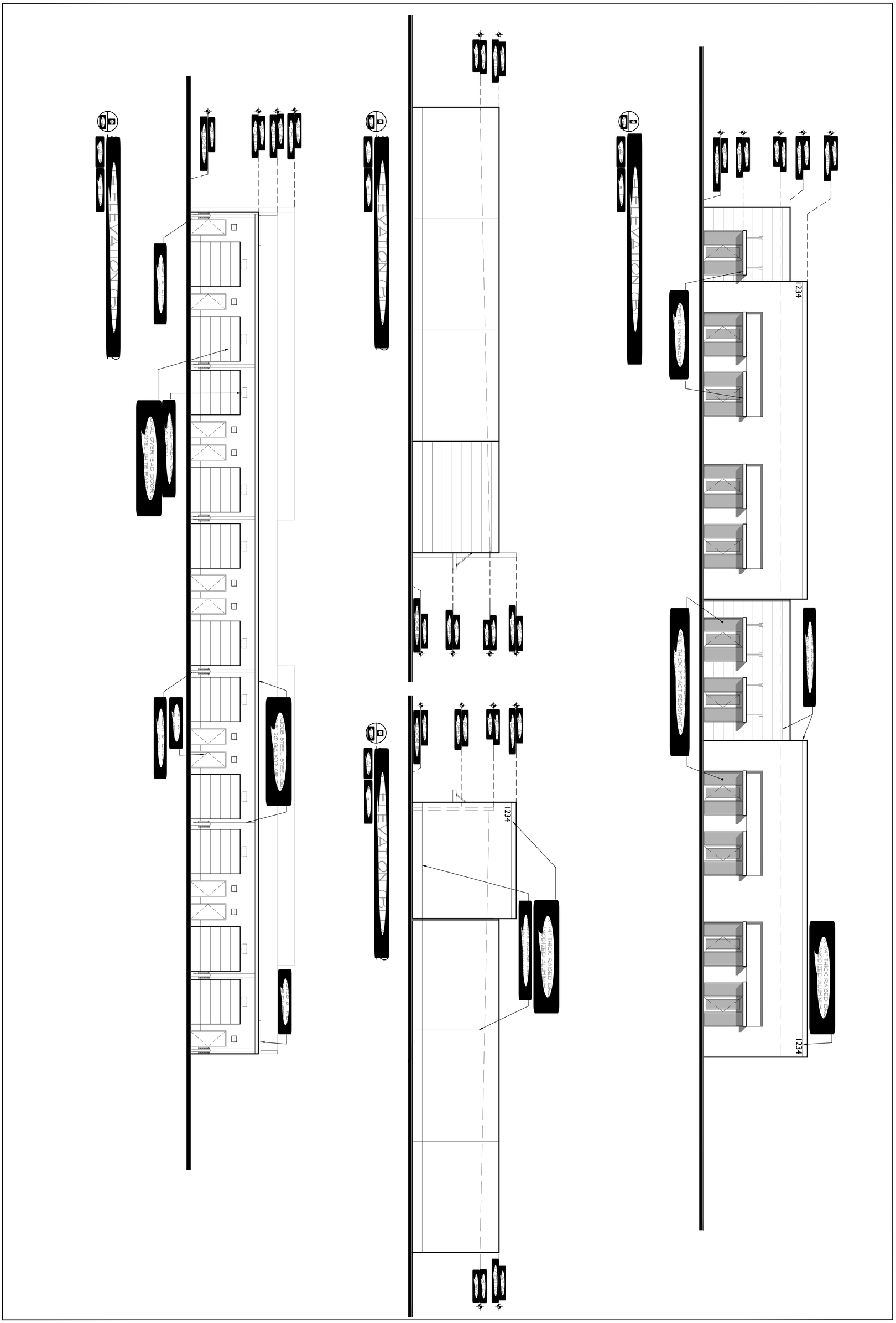
SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

ELEVATIONS

A-5



A-6

ELEVATIONS

SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
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A1 NORTH ELEVATION (B)

A1 NORTH ELEVATION (A)

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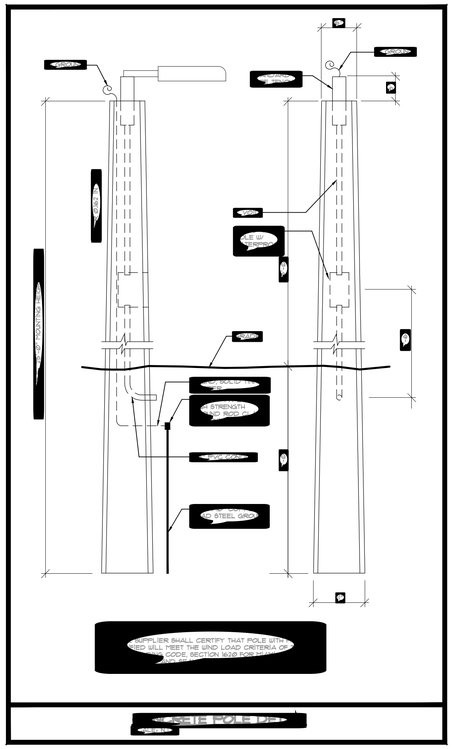
SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

ELEVATIONS

A-7



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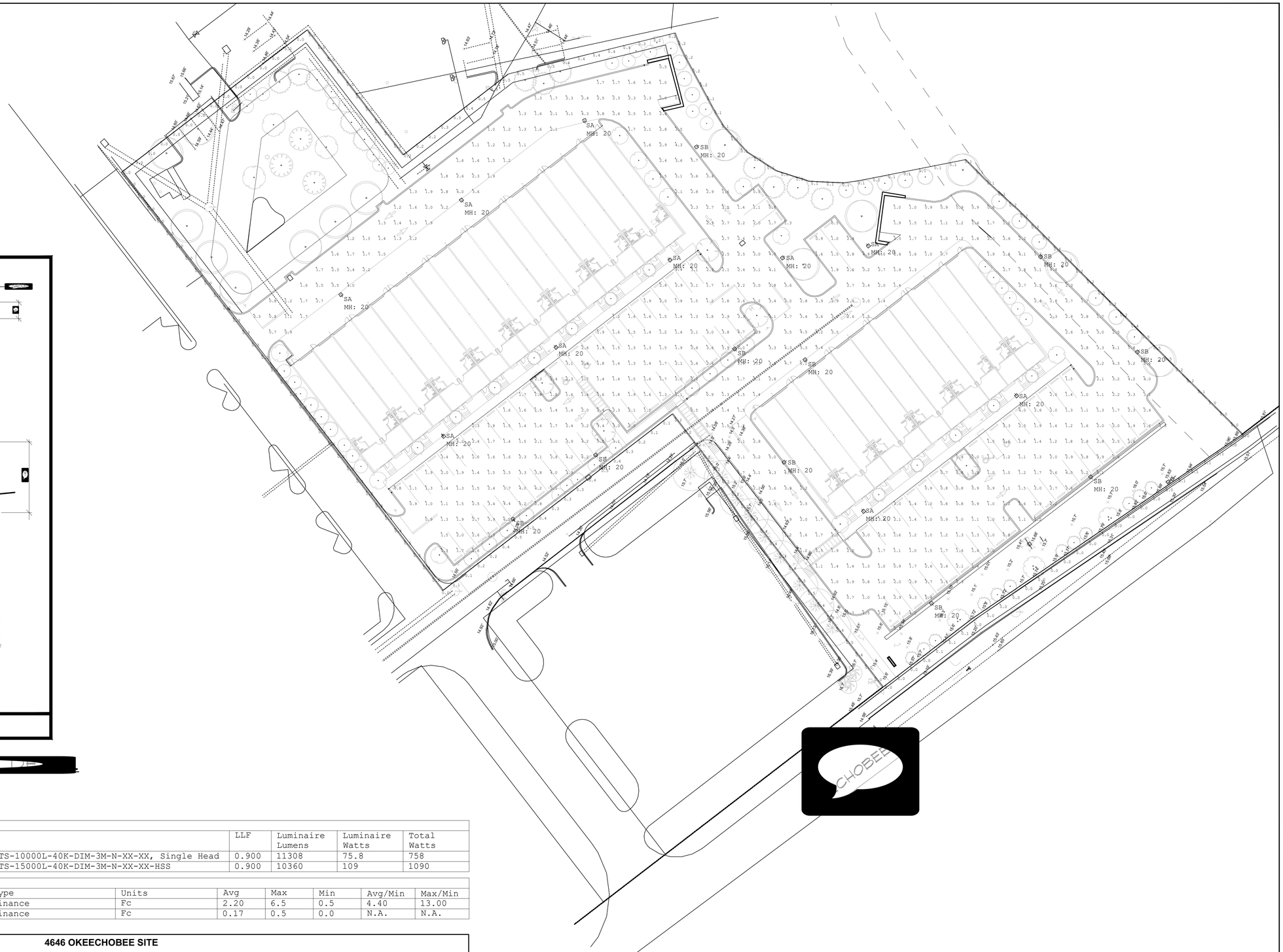

HOMERIC SITE PLAN

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	10	SA	Single	Xtra Light VNTS-10000L-40K-DIM-3M-N-XX-XX, Single Head	0.900	11308	75.8	758
	10	SB	Single	Xtra Light VNTS-15000L-40K-DIM-3M-N-XX-XX-HSS	0.900	10360	109	1090

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking and Drive Lanes	Illuminance	Fc	2.20	6.5	0.5	4.40	13.00
Property Line	Illuminance	Fc	0.17	0.5	0.0	N.A.	N.A.

4646 OKEECHOBEE SITE

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMPS		VOLTS	MOUNTING	REMARKS	INPUT WATTS
				Qty	Type				
SA	XTRALIGHT	VNTS-10000L-40K-DIM-3M-N-XX-XX	LED SITE LUMINAIRE	1	LED INCLUDED	XX	POLE		76W
SB	XTRALIGHT	VNTS-15000L-40K-DIM-3M-N-XX-XX-HSS	LED SITE LUMINAIRE WITH HOUSE SHIELD	1	LED INCLUDED	XX	POLE		110W

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Boca Raton, Florida ...
561-395-6700

SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

SITE PHOTOMETRICS

A-8

XtraLight® LED Lighting Solutions

PROJECT INFORMATION

Project Name	Type
Catalog #	Date

VIENTO AREA LUMINARE

APPLICATIONS

- Area Lighting
- Retail Spaces
- Street Lighting
- Auto Dealerships & Sales Lots
- Parks & Recreation Areas
- Safety & Security

APPROVALS

- ETL Listed
- Complies with UL 1598 and CSA C22.2
- Suitable for wet locations
- 3G Vibration Rated
- IP66 Rated
- BAA Compliant
- RoHS Compliant
- ATAL Tested www.ata-labs.com
- Select models DLC Qualified. For a complete list of DLC Qualified products visit: www.xtralight.com/dlc or qpl.designlights.org

FEATURES

- Lumen packages ranging from 5000L to 15000L.
- Outstanding photometric performance results in excellent uniformity, optimal pole spacing and lower power density.
- Low profile architectural design offers a contemporary appearance with excellent light output.
- Enhanced foot candles delivered utilizing multiple optical options.
- Full cut-off optics with zero uplight.

CONSTRUCTION

- Thermal management achieved with a one-piece die-cast aluminum has integral heat sink fins and a hinged electrical compartment.
- Thermoset powder coat, available in bronze, white or custom colors (consult factory)
- IP66, precision molded, polycarbonate optics providing impact resistance and UV stabilization.
- Upgraded door to provide better protection from water intrusion.

ELECTRICAL

- Voltage: 120-277V or 347-480V AC input
- Driver: Class 1, constant current, calibrated to lumen package (0-10V dimming standard)
- Surge Protection: 20kA standard.
- Operating temperature: -40°C to +50°C (-40°F to +122°F)

CONTROLS

- Programmable smart sensor and twist-lock receptacle control options available.

MOUNTING

- Integral arm with key hole slot facilitates quick and easy installation.
- Adjustable slip fitter, round pole adaptor, universal pole adaptor, and other mounting options available as accessories.

WARRANTY

- Backed by XtraLight's limited 5-year warranty.

ORDER LOGIC

SAMPLE CATALOG NUMBER: VNTL-55000L-50K-DIM-5SN-BZ

VNT

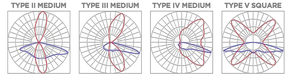
SIZE	MODEL	CCT[1]	DRIVER	OPTICS	ORIENTATION	FINISH	CONTROLS	OPTIONS
S Small	**5000L**	**30K** 3000K	**DIM** Dim 0-10V, 120-277V	**2M** Type II Medium	**N** Normal (forward)	**BZ** Bronze	**XX** No Fixture Controls	**HSS** House-side Shield
	10000L	**40K** 4000K	**11** Dim 0-10V, 120-277V	**3M** Type III Medium	**L** Left	**WH** White	**IS3**[2] IR Smart Sensor, 20'H/40'D	**ASF**[3] Adjustable Slip Fitter Cord Whip
	15000L	**50K** 5000K	**DIMD**[4] Dim 0-10V, 120-277V	**4M** Type IV Medium	**R** Right	**CC**[4] Custom Color	**IS7** IR Smart Sensor, 40'H/100'D	**3*** NEMA 3-Pin Twist-Lock Receptacle
M Medium	**15000L**		**HVD** to off Dim 0-10V, 347-480V	**5S**[5] Type V Square	MUST SPECIFY		**BS3** Bluetooth Smart Sensor, 20'H/40'D	**5*** NEMA 5-Pin Twist-Lock Receptacle
	20000L						**BS7** Bluetooth Smart Sensor, 40'H/100'D	**7*** NEMA 7-Pin Twist-Lock Receptacle
	25000L						**CAS** Casambi Controlled	
	30000L						**AUT** Autani Controlled	
	35000L						**SYN** Synapse Controlled	
L Large	**30000L**						**SWX** Sensorworx Controlled	
	35000L						**CUS** Custom Sensor (Factory Installed)	
	40000L							
	45000L							
	50000L							
	55000L							

1. Custom CCT available from 2700K - 6500K.
2. Some models may not be available with **DIMD** (Dim to off).
3. The **5S** (Type V Square) optic option is not available with **L** (Left) or **R** (Right) orientations.
4. Provide the desired RAL number for custom colors.
5. The **ASF** (Adjustable Slip Fitter Cord Whip) must be paired with the Adjustable Slip Fitter accessory (sold separately).
6. Photocell not included.

VIENTO AREA LUMINARE

VNT

ISO LINES



- Red: Horizontal / Blue: Vertical

PHOTOMETRIC DATA

STANDARD

SIZE	MODEL	OPTICS	3000K LUMENS	3000K EFFICACY	4000K LUMENS	4000K EFFICACY	5000K LUMENS	5000K EFFICACY	WATTAGE	BUG RATING
VNTS SMALL	5000L	2M	5418	151	5644	156	5559	154	36	B2-U0-G2
		3M	5113	142	5326	148	5246	146		B2-U0-G3
		4M	5054	140	5265	146	5186	144		B1-U0-G3
		5S	5172	144	5387	149	5306	147		B3-U0-G2
	10000L	2M	11533	152	12014	158	11834	156	76	B3-U0-G3
		3M	10855	143	11307	149	11137	147		B2-U0-G2
		4M	10765	142	11214	148	11046	145		B2-U0-G4
		5S	11005	145	11464	151	11292	149		B4-U0-G3
	15000L	2M	15802	145	16460	152	16213	149	109	B3-U0-G3
		3M	15022	138	15648	144	15413	141		B3-U0-G3
		4M	14911	137	15532	143	15299	140		B3-U0-G5
		5S	15252	140	15887	146	15649	144		B4-U0-G3
	18000L	2M	18315	142	19078	147	18792	146	129	B3-U0-G3
		3M	17206	133	17923	139	17654	137		B3-U0-G3
		4M	17270	134	17990	139	17720	137		B3-U0-G5
		5S	17461	135	18189	141	17916	139		B4-U0-G3
VNTM MEDIUM	15000L	2M	15802	146	16460	152	16213	150	108	B3-U0-G3
		3M	15022	139	15648	145	15413	143		B3-U0-G3
		4M	14911	138	15532	143	15299	142		B3-U0-G5
		5S	15252	141	15887	146	15649	145		B4-U0-G3
	20000L	2M	23067	152	24028	158	23668	156	152	B3-U0-G3
		3M	21709	143	22614	149	22275	147		B3-U0-G3
		4M	21531	142	22428	148	22092	145		B3-U0-G5
		5S	22011	145	22928	151	22584	149		B4-U0-G3
	25000L	2M	25861	144	26939	149	26535	147	180	B4-U0-G4
		3M	23574	131	24556	136	24188	134		B4-U0-G3
		4M	23645	131	24630	136	24261	135		B3-U0-G4
		5S	24347	135	25362	141	24981	139		B5-U0-G3
	30000L	2M	31340	144	32646	151	32156	148	217	B4-U0-G4
		3M	29674	137	30910	142	30446	140		B4-U0-G4
		4M	29881	138	31126	144	30659	141		B5-U0-G4
		5S	30148	139	31404	145	30933	143		B4-U0-G4
	35000L	2M	35492	143	36971	148	36416	146	249	B4-U0-G4
		3M	33668	135	35071	141	34545	139		B4-U0-G3
		4M	33458	134	34852	140	34329	138		B4-U0-G5
		5S	34451	138	35886	144	35348	142		B5-U0-G4

- Some Photometric Data is extrapolated and subject to change.

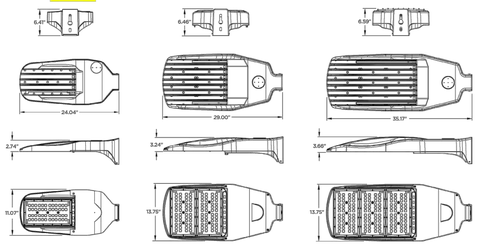
VIENTO AREA LUMINARE

VNT

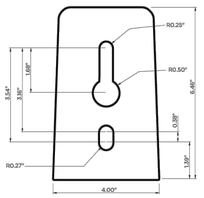
DIMENSIONAL DATA

STANDARD SIZES

WEIGHT:
Small = 11 LB
Medium = 29 LB
Large = 39 LB



MOUNTING



- Dimensional Data shows the end, top, side, and bottom views for all standard sizes.
- All weights are rounded up to the nearest 0.5 lb.

VIENTO AREA LUMINARE

VNT

ACCESSORIES (SOLD SEPARATELY)

MUST SPECIFY

VNT-ASF

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Adjustable Slip Fitter
- Must select (ASF) in the order logic under the Options section.
- 180° range of motion in 10° increments.
- EPA: 0.127 sq. ft. - 6.0 LB

VNT-RPA

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Round Pole Adaptor
- Allows up to four Viento fixtures to be mounted to one pole.
- 3" to 5" Diameter
- EPA: 0.03 sq. ft. - 0.75 LB

VNT-WB

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Wall Bracket

VNT-TWB

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Tenon Wall Bracket Horizontal Mount
- 8" Square Plate - 2 3/8" OD
- Must be ordered with the Adjustable Slip Fitter (ASF) accessory.

VNT-SSA

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Sholder-to-Sholder Adaptor
- EPA: 0.90 sq. ft. - 27 LB

VNT-TMA

POLE	FINISH	SIZE	MOUNTING
S Square, R Round	BZ Bronze, WH White	4 4", 5 5", 6 6"	01 1 Fixture, 28 2 Fixtures at 180°, 29 2 Fixtures at 90°, 39 3 Fixtures at 90°, 32 3 Fixtures at 180°, 49 4 Fixtures at 90°

DESCRIPTION
- Tenon Mount Adaptor
- Dimensions (S): 4"/5"/6"
- Dimensions (R): 4"/5" DIA
- EPA: 0.4 sq. ft. 10 - 16 LB
- VNT-TMAR includes Round Pole Adaptor (VNT-RPA) depending on mounting count.

VNT-UPM

POLE	FINISH
SQ Square, RD Round	BZ Bronze, WH White

DESCRIPTION
- Universal Pole Mount Adaptor

IF LABELED "SA" - POLE MOUNT

Submitted by Genesis Lighting | Job Name: 4646 OKEECHOBEE | Catalog Number: VNTS-15000L-40K-DIM-3M-N-XX-XX-HSS | Notes: | Type: SB | GENLIGHT24-64006

XtraLight® LED Lighting Solutions

PROJECT INFORMATION

Project Name	Type
Catalog #	Date

VIENTO AREA LUMINARE

APPLICATIONS

- Area Lighting
- Retail Spaces
- Street Lighting
- Auto Dealerships & Sales Lots
- Parks & Recreation Areas
- Safety & Security

APPROVALS

- ETL Listed
- Complies with UL 1598 and CSA C22.2
- Suitable for wet locations
- 3G Vibration Rated
- IP66 Rated
- BAA Compliant
- RoHS Compliant
- ATAL Tested www.ata-labs.com
- Select models DLC Qualified. For a complete list of DLC Qualified products visit: www.xtralight.com/dlc or qpl.designlights.org

FEATURES

- Lumen packages ranging from 5000L to 15000L.
- Outstanding photometric performance results in excellent uniformity, optimal pole spacing and lower power density.
- Low profile architectural design offers a contemporary appearance with excellent light output.
- Enhanced foot candles delivered utilizing multiple optical options.
- Full cut-off optics with zero uplight.

CONSTRUCTION

- Thermal management achieved with a one-piece die-cast aluminum has integral heat sink fins and a hinged electrical compartment.
- Thermoset powder coat, available in bronze, white or custom colors (consult factory)
- IP66, precision molded, polycarbonate optics providing impact resistance and UV stabilization.
- Upgraded door to provide better protection from water intrusion.

ELECTRICAL

- Voltage: 120-277V or 347-480V AC input
- Driver: Class 1, constant current, calibrated to lumen package (0-10V dimming standard)
- Surge Protection: 20kA standard.
- Operating temperature: -40°C to +50°C (-40°F to +122°F)

CONTROLS

- Programmable smart sensor and twist-lock receptacle control options available.

MOUNTING

- Integral arm with key hole slot facilitates quick and easy installation.
- Adjustable slip fitter, round pole adaptor, universal pole adaptor, and other mounting options available as accessories.

WARRANTY

- Backed by XtraLight's limited 5-year warranty.

ORDER LOGIC

SAMPLE CATALOG NUMBER: VNTL-55000L-50K-DIM-5SN-BZ

VNT

SIZE	MODEL	CCT[1]	DRIVER	OPTICS	ORIENTATION	FINISH	CONTROLS	OPTIONS
S Small	**5000L**	**30K** 3000K	**DIM** Dim 0-10V, 120-277V	**2M** Type II Medium	**N** Normal (forward)	**BZ** Bronze	**XX** No Fixture Controls	**HSS** House-side Shield
	10000L	**40K** 4000K	**11** Dim 0-10V, 120-277V	**3M** Type III Medium	**L** Left	**WH** White	**IS3**[2] IR Smart Sensor, 20'H/40'D	**ASF**[3] Adjustable Slip Fitter Cord Whip
	15000L	**50K** 5000K	**DIMD**[4] Dim 0-10V, 120-277V	**4M** Type IV Medium	**R** Right	**CC**[4] Custom Color	**IS7** IR Smart Sensor, 40'H/100'D	**3*** NEMA 3-Pin Twist-Lock Receptacle
M Medium	**15000L**		**HVD** to off Dim 0-10V, 347-480V	**5S**[5] Type V Square	MUST SPECIFY		**BS3** Bluetooth Smart Sensor, 20'H/40'D	**5*** NEMA 5-Pin Twist-Lock Receptacle
	20000L						**BS7** Bluetooth Smart Sensor, 40'H/100'D	**7*** NEMA 7-Pin Twist-Lock Receptacle
	25000L						**CAS** Casambi Controlled	
	30000L						**AUT** Autani Controlled	
	35000L						**SYN** Synapse Controlled	
L Large	**30000L**						**SWX** Sensorworx Controlled	
	35000L						**CUS** Custom Sensor (Factory Installed)	
	40000L							
	45000L							
	50000L							
	55000L							

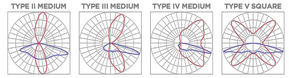
1. Custom CCT available from 2700K - 6500K.
2. Some models may not be available with **DIMD** (Dim to off).
3. The **5S** (Type V Square) optic option is not available with **L** (Left) or **R** (Right) orientations.
4. Provide the desired RAL number for custom colors.
5. The **ASF** (Adjustable Slip Fitter Cord Whip) must be paired with the Adjustable Slip Fitter accessory (sold separately).
6. Photocell not included.

Submitted by Genesis Lighting | Job Name: 4646 OKEECHOBEE | Catalog Number: VNTS-15000L-40K-DIM-3M-N-XX-XX-HSS | Notes: | Type: SB | GENLIGHT24-64006

VIENTO AREA LUMINARE

VNT

ISO LINES



- Red: Horizontal / Blue: Vertical

PHOTOMETRIC DATA

STANDARD

SIZE	MODEL	OPTICS	3000K LUMENS	3000K EFFICACY	4000K LUMENS	4000K EFFICACY	5000K LUMENS	5000K EFFICACY	WATTAGE	BUG RATING
VNTS SMALL	5000L	2M	5418	151	5644	156	5559	154	36	B2-U0-G2
		3M	5113	142	5326	148	5246	146		B2-U0-G3
		4M	5054	140	5265	146	5186	144		B1-U0-G3
		5S	5172	144	5387	149	5306	147		B3-U0-G2
	10000L	2M	11533	152	12014	158	11834	156	76	B3-U0-G3
		3M	10855	143	11307	149	11137	147		B2-U0-G2
		4M	10765	142	11214	148	11046	145		B2-U0-G4
		5S	11005	145	11464	151	11292	149		B4-U0-G3
	15000L	2M	15802	145	16460	152	16213	149	109	B3-U0-G3
		3M	15022	138	15648	144	15413	141		B3-U0-G3
		4M	14911	137	15532	143	15299	140		B3-U0-G5
		5S	15252	140	15887	146	15649	144		B4-U0-G3
	18000L	2M	18315	142	19078	147	18792	146	129	B3-U0-G3
		3M	17206	133	17923	139	17654	137		B3-U0-G3
		4M	17270	134	17990	139	17720	137		B3-U0-G5
		5S	17461	135	18189	141	17916	139		B4-U0-G3
VNTM MEDIUM	15000L	2M	15802	146	16460	152	16213	150	108	B3-U0-G3
		3M	15022	139	15648	145	15413	143		B3-U0-G3
		4M	14911	138	15532	143	15299	142		B3-U0-G5
		5S	15252	141	15887	146	15649	145		B4-U0-G3
	20000L	2M	23067	152	24028	158	23668	156	152	B3-U0-G3
		3M	21709	143	22614	149	22275	147		B3-U0-G3
		4M	21531	142	22428	148	22092	145		B3-U0-G5
		5S	22011	145	22928	151	22584	149		B4-U0-G3
	25000L	2M	25861	144	26939	149	26535	147	180	B4-U0-G4
		3M	23574	131	24556	136	24188	134		B4-U0-G3
		4M	23645	131	24630	136	24261	135		B3-U0-G4
		5S	24347	135	25362	141	24981	139		B5-U0-G3
	30000L	2M	31340	144	32646	151	32156	148	217	B4-U0-G4
		3M	29674	137	30910	142	30446	140		B4-U0-G4
		4M	29881	138	31126	144	30659	141		B5-U0-G4
		5S	30148	139	31404	145	30933	143		B4-U0-G4
	35000L	2M	35492	143	36971	148	36416	146	249	B4-U0-G4
		3M	33668	135	35071	141	34545	139		B4-U0-G3
		4M	33458	134	34852	140	34329	138		B4-U0-G5
		5S	34451	138	35886	144	35348	142		B5-U0-G4

- Some Photometric Data is extrapolated and subject to change.

Submitted by Genesis Lighting | Job Name: 4646 OKEECHOBEE | Catalog Number: VNTS-15000L-40K-DIM-3M-N-XX-XX-HSS | Notes: | Type: SB | GENLIGHT24-64006

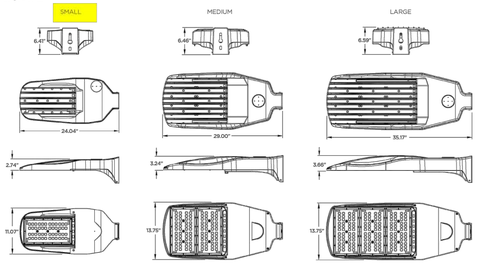
VIENTO AREA LUMINARE

VNT

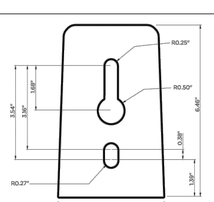
DIMENSIONAL DATA

STANDARD SIZES

WEIGHT:
Small = 11 LB
Medium = 29 LB
Large = 39 LB



MOUNTING



- Dimensional Data shows the end, top, side, and bottom views for all standard sizes.
- All weights are rounded up to the nearest 0.5 lb.

Submitted by Genesis Lighting | Job Name: 4646 OKEECHOBEE | Catalog Number: VNTS-15000L-40K-DIM-3M-N-XX-XX-HSS | Notes: | Type: SB | GENLIGHT24-64006

VIENTO AREA LUMINARE

VNT

ACCESSORIES (SOLD SEPARATELY)

MUST SPECIFY

VNT-ASF

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Adjustable Slip Fitter
- Must select (ASF) in the order logic under the Options section.
- 180° range of motion in 10° increments.
- EPA: 0.127 sq. ft. - 6.0 LB

VNT-RPA

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Round Pole Adaptor
- Allows up to four Viento fixtures to be mounted to one pole.
- 3" to 5" Diameter
- EPA: 0.03 sq. ft. - 0.75 LB

VNT-WB

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Wall Bracket

VNT-TWB

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Tenon Wall Bracket Horizontal Mount
- 8" Square Plate - 2 3/8" OD
- Must be ordered with the Adjustable Slip Fitter (ASF) accessory.

VNT-SSA

FINISH: BZ Bronze, WH White, CC Custom Color

DESCRIPTION
- Sholder-to-Sholder Adaptor
- EPA: 0.90 sq. ft. - 27 LB

VNT-TMA

POLE	FINISH	SIZE	MOUNTING
S Square, R Round	BZ Bronze, WH White	4 4", 5 5", 6 6"	01 1 Fixture, 28 2 Fixtures at 180°, 29 2 Fixtures at 90°, 39 3 Fixtures at 90°, 32 3 Fixtures at 180°, 49 4 Fixtures at 90°

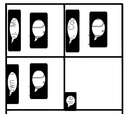
DESCRIPTION
- Tenon Mount Adaptor
- Dimensions (S): 4"/5"/6"
- Dimensions (R): 4"/5" DIA
- EPA: 0.4 sq. ft. 10 - 16 LB
- VNT-TMAR includes Round Pole Adaptor (VNT-RPA) depending on mounting count.

VNT-UPM

POLE	FINISH
SQ Square, RD Round	BZ Bronze, WH White

DESCRIPTION
- Universal Pole Mount Adaptor

IF LABELED "SB" - POLE MOUNT



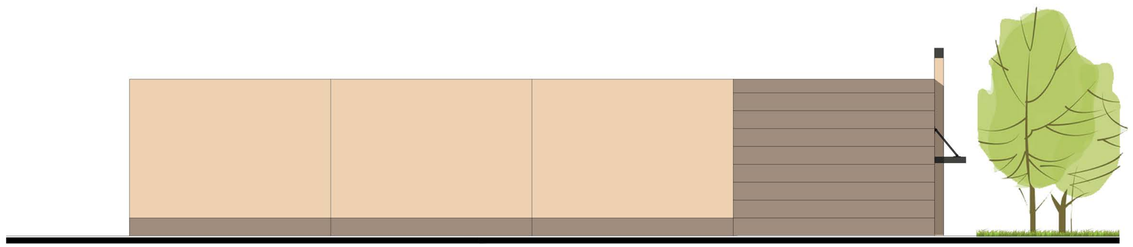
corrales group architects
CHARLES SIMS
AIA
Raton, Florida 33
905-5700

SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

LIGHTING SPECS

A-9

1 A-10 NORTH ELEVATION (BLDG.1)
SCALE: 1/8" = 1'-0"



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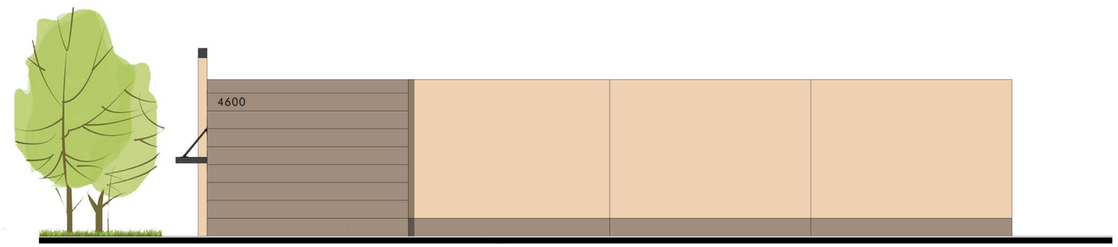

3 A-10 WEST ELEVATION (BLDG.1)
SCALE: 1/8" = 1'-0"

4 A-10 SOUTH ELEVATION (BLDG.1)
SCALE: 1/8" = 1'-0"

BUILDING PAINT LEGEND	
	SW 7721 - CRESCENT CREAM (MAIN FIELD)
	SW 7502 - DRY DOCK (ACCENTS /BANDS /DOWNSPOUTS)
	SW 7069 - IRON ORE (WALL CANOPY)
	SW 4084 - SAFETY YELLOW (BOLLARDS)

Drawn by M.U.
Proj. Mgr. M.U.
File:
Job. Capt. M.U.

PETER CORRALES
LICENSE NO. AA-0002519
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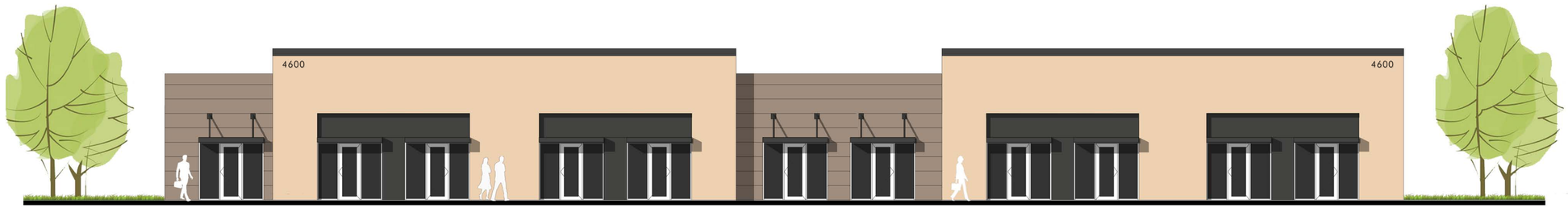
Architect no. AR-0009125

Project
SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

SHEET TITLE
BLDG.1 - COLORED ELEVATIONS

Project No. -----
Date 04-01-2024

Sheet No. A-10
Sheet 10 of 1



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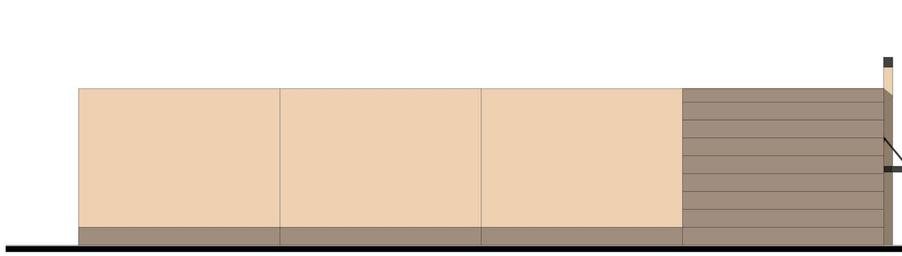

2 A-11 EAST ELEVATION (BLDG.2)
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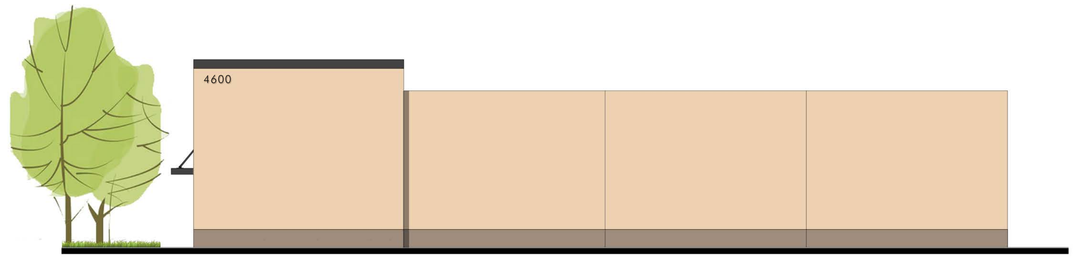

3 A-11 WEST ELEVATION (BLDG.2)
SCALE: 1/8" = 1'-0"

4 A-11 SOUTH ELEVATION (BLDG.2)
SCALE: 1/8" = 1'-0"

BUILDING PAINT LEGEND	
	SW 7721 - CRESCENT CREAM (MAIN FIELD)
	SW 7502 - DRY DOCK (ACCENTS /BANDS /DOWNSPOUTS)
	SW 7069 - IRON ORE (WALL CANOPY)
	SW 4084 - SAFETY YELLOW (BOLLARDS)

Drawn by M.U.
Proj. Mgr. M.U.
File:
Job. Capt. M.U.

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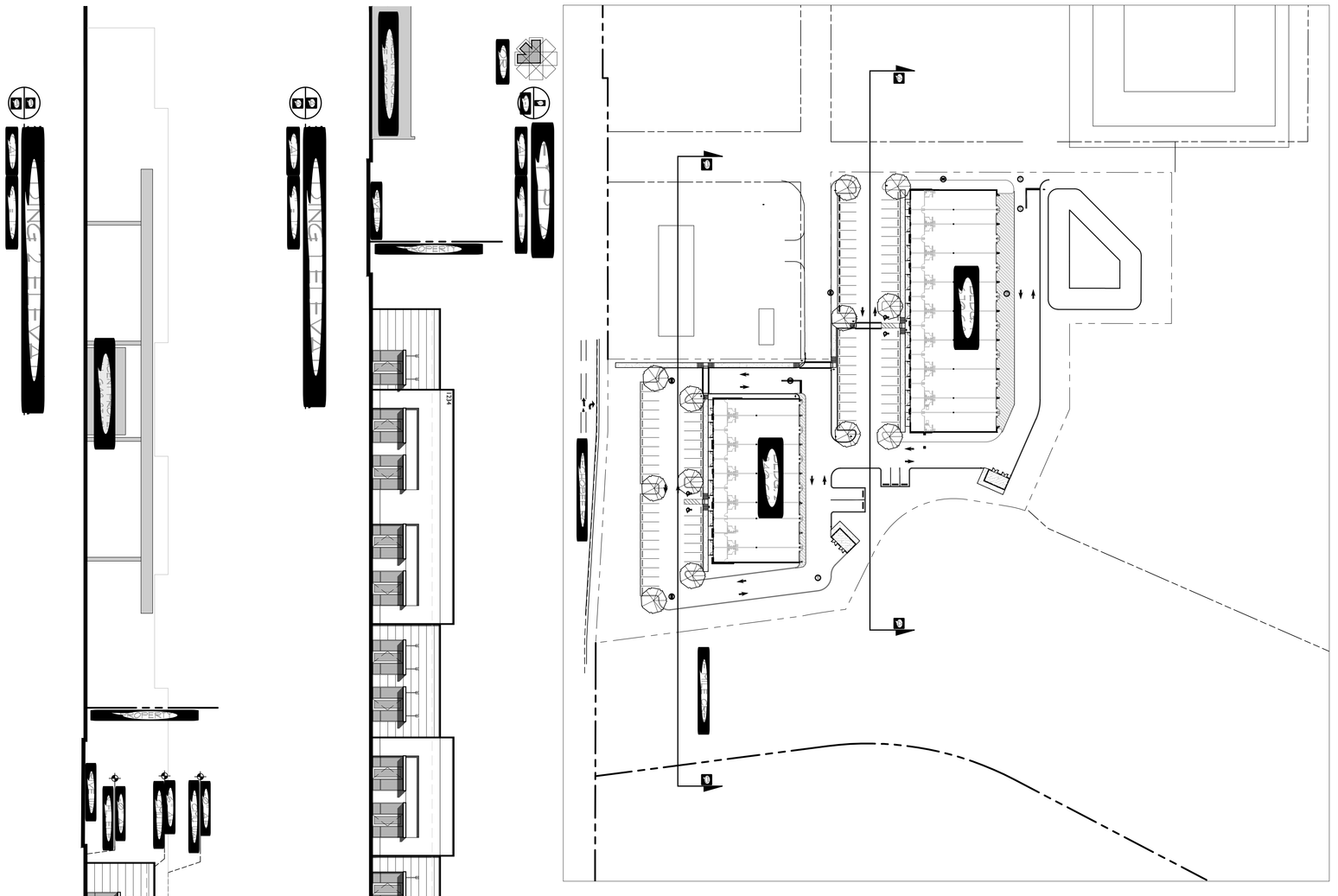
Corporation no. AA-0002519
Architect no. AR-0009125

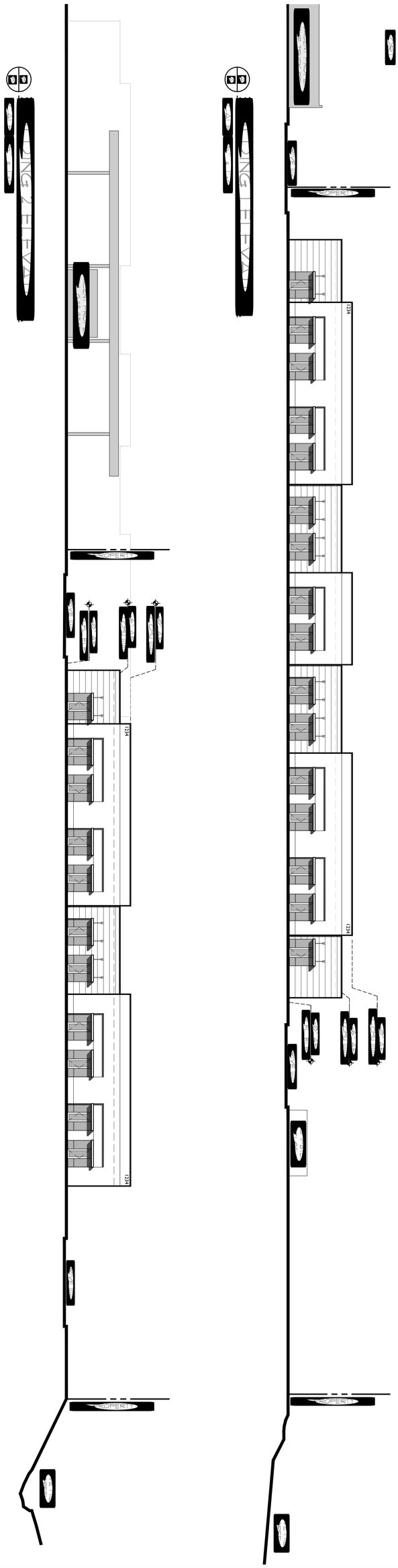
Project
SCHEMATIC SITE PLAN
SMALL BAY WAREHOUSES
4600 OKEECHOBEE ROAD
IN
FORT PIERCE, FLORIDA
PREPARED FOR
PUGLIESE CREATIVE VENTURES

SHEET TITLE
BLDG.2 - COLORED ELEVATIONS

Project No. -----
Date 04-01-2024

Sheet No. A-11
Sheet 11 of 1





A-12	ELEVATIONS	SCHEMATIC SITE PLAN SMALL BAY WAREHOUSES 4600 OKEECHOBEE ROAD IN FORT PIERCE, FLORIDA PREPARED FOR PUGLIESE CREATIVE VENTURES			

HJA Design Studio
3500 SW Corporate Pkwy., Suite 203
Palm City, FL 34990
Phone: 772-678-7200

Delivery Transmittal

To:	City of Fort Pierce Planning & Engineering Depts.	From:	HJA Design Studio
C/O:	Planning Department	Date:	March 12, 2025
Phone:	772-467-3729	Ref #:	TRC No. 23-07000006
Re:	4600 Okeechobee Rd AKA Okeechobee Road Flex Space Resubmittal Package	CC:	Development Team

☐ Via Fed Ex ☐ Via US Mail ☒ Via E-Transmittal

☐ Via Hand Delivery ☐ Via Package Pick Up

Comments:

Please see the attached documents pertaining to the above referenced project.

If you have any questions or concerns, please feel free to contact us at 772-678-7200.

HJA Design Studio
3500 SW Corporate Parkway, Suite 203, Palm City, Florida 34990 T 772-678-7200

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Hand Delivered
March 13, 2025

Kev Freeman
Planning Director
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Re: 4600 Okeechobee Road – Resubmittal Project#: 23-07000006

Dear Kev,

On behalf of St. Lucie Kings, LLC, we are pleased to resubmit the application materials for the referenced project, located along Okeechobee Road in Fort Pierce, Florida.

Enclosed, you will find one copy of the documents, three sets of plans as requested, and a digital copy of the revised materials for your review:

1. Comment Response Letter
2. Traffic Report
3. Environmental Assessment
4. Site Plan
5. Landscape Plan
6. Landscape Maintenance Agreement
7. Survey
8. Fire Truck Exhibit
9. Fire Hydrant Exhibits

We look forward to working with you to complete this project. If you have any questions or need any additional information, please do not hesitate to contact our office at 772-678-7200. Thank you.

Sincerely,

Erika Beitler
Project Manager
HJA Design Studio, LLC

CC: St. Lucie Kings, LLC
Development Team

HJA Design Studio
3500 SW Corporate Parkway, Suite 203, Palm City, Florida USA 34990 T 772-678-7200

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Via Email
March 12, 2025

Kevin Freeman
Director of Planning
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Re: Site Plan (Development and Design Review) & Conditional Use – Okeechobee Road Flex Space Resubmittal & Response to 01/09/2025 Staff Report

Project Number: 23-07000006
Date of Staff Report: 01/09/2025

Dear Kev,

Please find our responses to the February 20, 2025 staff report below.

City of Fort Pierce Planning Department

1. 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 provided.
   RESPONSE: We have elected to forgo the lot combination and unity of title during site plan review process. These documents will be provided to the City prior to the issuance of the building permit for vertical construction.

2. After completion of the Unity of Title and Lot Combination, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building and residential unit.
   RESPONSE: An address request will be submitted prior to submitting the building permit for vertical construction.

3. A notarized Landscape Maintenance Agreement is required
   RESPONSE: Please see attached draft with additional legalese to address ownership and apply to future owners. Once staff has reviewed and approved the Agreement, we will send the City an executed version.

Fort Pierce Engineering Department

1. Design Review submittal requires a 1"=30' minimum scale survey. (Code Section 125-313)
   RESPONSE: Acknowledged, the property survey has been provided with this resubmittal.

2. Development Review requires Environmental Impact Report and Traffic Impact Report.
   RESPONSE: Please see attached Environmental Impact Report and revised Traffic Impact Analysis.

3. The Site Data information identifies incorrect parcel numbers and incorrect area.
   RESPONSE: Acknowledged, Parcel numbers and total site number have been updated accordingly.

HJA Design Studio
3500 SW Corporate Parkway, Suite 203, Palm City, Florida 34990 T 772-678-7200

4. Provide a note on the site plan that the development adheres to the standards specified in the City of Fort Pierce Code of Ordinances Sections 119 and 125.
   RESPONSE: Acknowledged, a note has been added to the site plan.

5. Ensure updated dumpster enclosure detail is included.
   RESPONSE: Acknowledged, the dumpster enclosures have been updated and the detail has been included with the site plan.

6. Show separate pedestrian access to the dumpsters.
   RESPONSE: Acknowledged, the site plan has been revised to accommodate pedestrian access to each dumpster enclosure location.

7. Extend new asphalt to connection with ingress/egress roadway (N/S/W connection).
   RESPONSE: Acknowledged, the proposed asphalt has been extended to the N/S/W connection.

8. Relocate all plantings from within the limits of the proposed detention area.
   RESPONSE: All planting have been removed from the proposed detention area. See revised landscape plan, Sheet LP-1.

9. The Portofino Landings plat shows the Ingress/Egress easements (Tract C) on Parcel 3. The Warranty Deed for Parcels 2419-122-001-040-6 and 2419-122-0001-050-9 at OR Book 4570 Page 1698 notes that the property is subject to easements, restrictions, and reservations of record. Please provide documentation that these easements have been vacated and that the SLC Fire District is agreeable to the termination of the access.
   RESPONSE: Per discussions during a meeting with staff and SLCFD, the existing paved connection is not in use and currently fenced off with no access. Ingress/egress and internal circulation is the responsibility of the adjacent property.

10. General Note 1 generally does not apply as there is no adjacent City Right-of-Way. The Property Owner will be responsible to provide pickup, removal, and disposal of litter and maintenance of the area in coordination and compliance with existing ingress/egress easements with adjacent property owners.
    RESPONSE: Acknowledged, General Note 1 has been revised per the comment above.

Advisory Comments:

a. Prior to DPCR approval the two parcels of land shall be combined into one parcel by filing of a Unity of Title or other acceptable means.
   RESPONSE: We have elected to forgo the lot combination and unity of title during site plan review process. These documents will be provided to the City prior to the issuance of the building permit for vertical construction.

b. The drainage plan will be fully reviewed when building plans are submitted.
   RESPONSE: Acknowledged and understood.

St. Lucie County Fire District

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com
   RESPONSE: Acknowledged separate SLCFD development and site plan review application will be submitted under separate cover.

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
   RESPONSE: Acknowledged and understood.

3. Please send the Fire District electronic plans for the site and buildings.
   RESPONSE: Acknowledged a revised site plan and building footprints will be provide with the application Submittal.

4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.
   RESPONSE: Acknowledged and understood.

5. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 116.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5)
   RESPONSE: Acknowledged, an Autoturn Truck exhibit will be provided with the site plan application demonstrating site access throughout the site.

6. Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.
   RESPONSE: Acknowledged, no gates are proposed for this development.

7. Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.
   RESPONSE: Acknowledged and understood. Vertical Clearance will be provided throughout the approved site fire access route.

8. The Fire District reserves the right for future comments at the site plan & building construction phase.
   RESPONSE: Acknowledged and understood.

9. FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150’ from FD access roads as measured by an approved route around the exterior of the building or facility. (450’ for NFPA 13, 13D, 13R sprinklered protected buildings).
   RESPONSE: Acknowledged, this site does not propose fire sprinklers, however each building is located within 150’ of an approved FD access road.

10. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.
    RESPONSE: Acknowledged and understood.

11. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.
    RESPONSE: Acknowledged and understood.

12. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.
    RESPONSE: Acknowledged a fire hydrant coverage exhibit will be provided with the site plan application.

13. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See “Needed NFPA Fire Flow Calculator Spreadsheet”.
    RESPONSE: Acknowledged, an approved water supply spreadsheet will be provided under separate cover.

14. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The location of connections shall be based upon the access requirements of the fire department.
    RESPONSE:

15. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.
    RESPONSE: Acknowledged and understood.

16. Minimum Size of Water Mains
    The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.
    RESPONSE: Acknowledged and understood.

17. Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.
    RESPONSE: Per previous discussions the pre-construction checklist is not required for this development.

18. Site Plans submitted in accordance with this Fire Prevention Code shall include the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.
    RESPONSE: Acknowledge, a separate exhibit has been provide with he site plan application submittal.

Florida Department of Transportation

The Okeechobee Road Flex Space applicant should contact FDOT to request an access Pre-Application meeting to evaluate proposed connections. Additional comments may be forthcoming.

1. Larry Hymowitz
   Planning Specialist, Policy and Mobility Planning Section
   954-777-4663 larry.hymowitz@dot.state.fl.us

   RESPONSE: Acknowledged.

Thank you for your attention to this matter. We look forward to working with you on this exciting project. Following your review of the application please let us know if you need any additional copies or have any questions. Thank you for your assistance with this application.

Sincerely,

Erika Beitler

Erika Beitler
Project Manager

c.c. Development Team

Okeechobee Flex
Project № 25011.03 , v1.1
February 17, 2025

Traffic Impact Analysis
St. Lucie County
Florida

Prepared for:

Land America, LLC
101 Pugliese's Way, Suite 200
Delray Beach, FL 33444

Prepared by:

Traffic & Mobility CONSULTANTS
Formerly O'Rourke Engineering & Planning

3725 SE Ocean Boulevard, Suite 201
Stuart, Florida 34996
www.trafficmobility.com
(772) 781-7918

PROFESSIONAL ENGINEERING CERTIFICATION

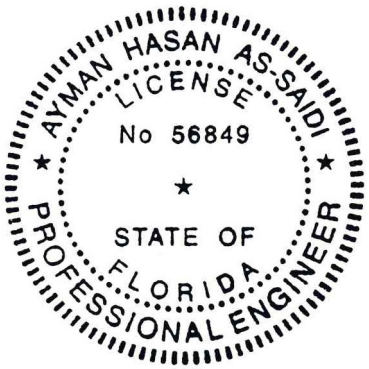
I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic & Mobility Consultants LLC, a corporation authorized to operate as an engineering business, CA-30024, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Okeechobee Flex

LOCATION: St. Lucie County, Florida

CLIENT: Land America, LLC

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.



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ON THE DATE ADJACENT TO THE SEAL

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TRAFFIC & MOBILITY CONSULTANTS LLC
3101 MAGUIRE BOULEVARD, SUITE 265
ORLANDO, FLORIDA 32803

CERTIFICATE OF AUTHORIZATION CA-30024

Ayman As-Saidi, P.E. № 56849

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APPENDIX A: Site Plan
APPENDIX B: St. Lucie County 2024 Level of Service Report
APPENDIX C: Growth Rate & Background Projects

INTRODUCTION

Traffic & Mobility Consultants, formerly O'Rourke Engineering & Planning, was retained to prepare a traffic analysis for the proposed warehouse development located west of McNeil Road and north of Okeechobee Road in Ft. Pierce, St. Lucie County, Florida. The purpose of this report is to determine the project's 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 located west of McNeil Road and north of Okeechobee Road in Ft. Pierce, St. Lucie County, Florida, will consist of a 36,790 square foot Warehouse on approximately 3.57 acres. The site is currently vacant. The project location is shown in **Figure 1**.

NTS

TMC Traffic & Mobility CONSULTANTS
Formerly O'Rourke Engineering & Planning
3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number: 25011.03 | Date: 1/29/2025

Legend

= Project Location

Figure 1

Project Location

Okeechobee Flex

EXISTING CONDITIONS

The study radius of area of influence is defined by the total daily trips. The project generates 96 daily trips. Therefore, the study area is limited to the directly accessed link and the roadways upon which the project has an impact of 5% of the level of service capacity of the roadway. 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.

- Okeechobee Road is a multi-lane divided arterial roadway with an east/west alignment. It has a context classification of C3C adjacent to the project and is a six-lane divided roadway from Rolyat Street to Virginia Avenue.

Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the St. Lucie County TPO Traffic Counts and Level of Service Report 2024 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 St. Lucie 2024 Level of Service Report was used to establish capacity. This document is 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 Warehouse. These calculations are shown in **Tables 1a, 1b, and 1c**.

Trip generation reference material is included in the latter half of Appendix B.

As shown, the project will generate 96 net new daily trips. There will be 6 net new AM peak hour trips with 5 trip entering the project and 1 trip exiting the project. There will be 7 net new PM peak hour trips with 2 trips entering the project and 5 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 Significant is defined as the directly accessed link and an impact of 5% or more on all other links. As shown, there are no roadways impacted by 5% or more.

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
Warehousing	150	36,790	Sft	T = 1.58(X) + 38.29	50%	50%	48	48	96
TOTAL		**36,790**					**48**	**48**	**96**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

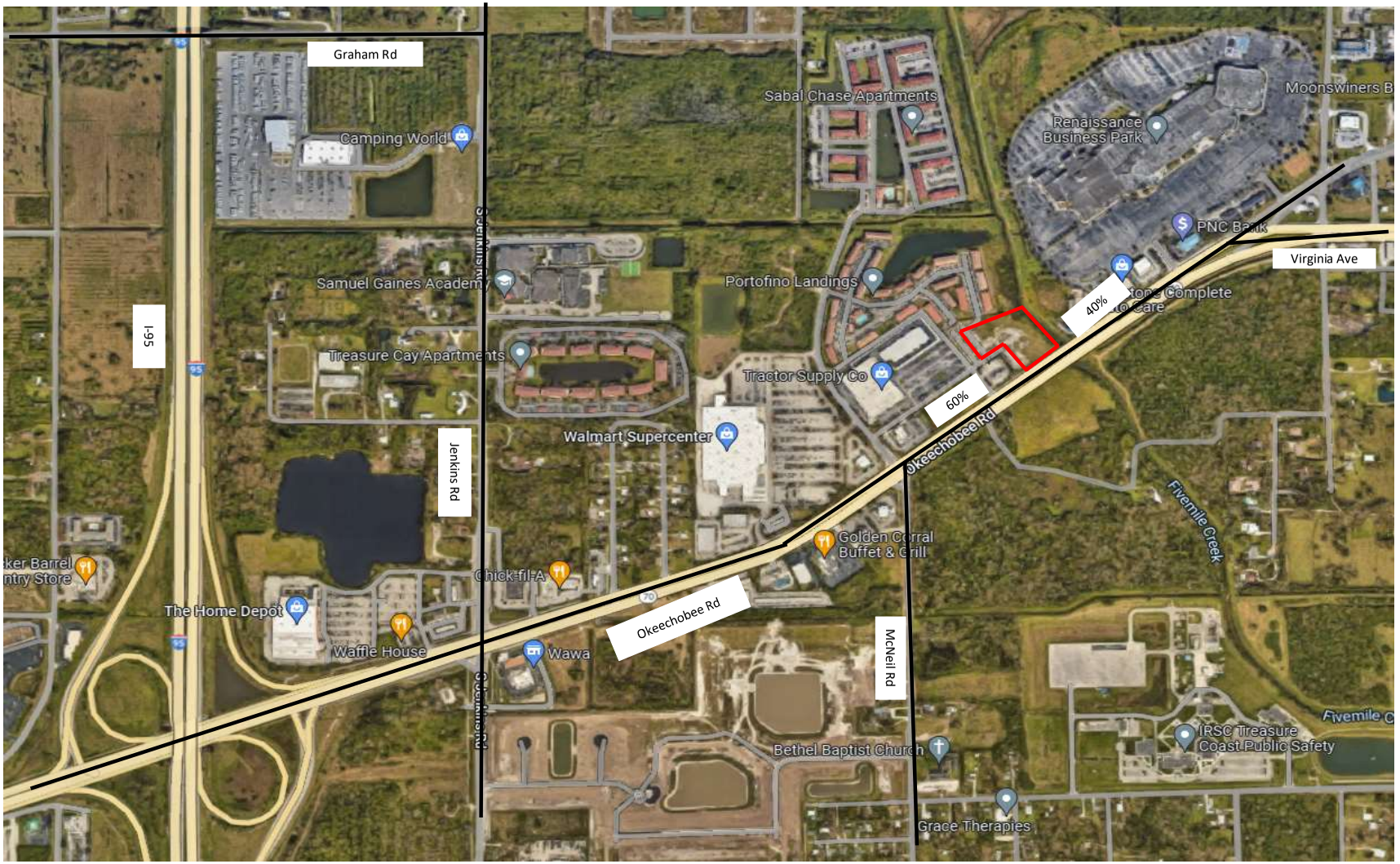
Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Warehousing	150	36,790	Sft	T = 0.17(X)	77%	23%	5	1	6
TOTAL		**36,790**					**5**	**1**	**6**

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
Warehousing	150	36,790	Sft	T = 0.18(X)	28%	72%	2	5	7
TOTAL		**36,790**					**2**	**5**	**7**

Source: ITE 11th Edition Trip Generation Rates



NTS

TMC Traffic & Mobility CONSULTANTS
Formerly O'Rourke Engineering & Planning
3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number: 25011.03 | Date: 1/29/2025

Legend

= Project Location

Figure 2
Project Distribution
Okeechobee Flex

TABLE 2a - Project Percent Impact - AM

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	Peak Hour Service Capacity (E+C) (1)	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Okeechobee Rd	McNeil Rd	Project Access	6LD	EB	IN	NO	2,680	3	0.11%	60%
	McNeil Rd	Project Access	6LD	WB	OUT	NO	2,680	1	0.04%	60%
	Project Access	Virginia Ave	6LD	EB	OUT	NO	2,680	0	0.00%	40%
	Project Access	Virginia Ave	6LD	WB	IN	NO	2,680	2	0.07%	40%

(1) St. Lucie TPO LOS 2024 & FDOT 2023 Q/LOS Tables

Two-Way:	6
Net In:	5
Net Out:	1

TABLE 2b - Project Percent Impact - PM

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	Peak Hour Service Capacity (E+C) (1)	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Okeechobee Rd	McNeil Rd	Project Access	6LD	EB	IN	NO	2,680	1	0.04%	60%
	McNeil Rd	Project Access	6LD	WB	OUT	NO	2,680	3	0.11%	60%
	Project Access	Virginia Ave	6LD	EB	OUT	NO	2,680	2	0.07%	40%
	Project Access	Virginia Ave	6LD	WB	IN	NO	2,680	1	0.04%	40%

(1) St. Lucie TPO LOS 2024 & FDOT 2023 Q/LOS Tables

Two-Way:	7
Net In:	2
Net Out:	5

OTHER PROJECT TRAFFIC/GROWTH RATE

Traffic volumes on Okeechobee Road were grown using a historical growth rate of 4.08%. The growth rate was calculated using available FDOT data from 2018 to 2023, at the link of Okeechobee Road from McNeil Road to Virginia Avenue. The growth rate was applied 5 years to estimate 2028 traffic. Committed traffic from approved but unbuilt projects were also included as background traffic.

Details of the growth rate calculation and background projects are included in **Appendix C**.

LINK ANALYSIS / REVIEW

The adjacent link of Okeechobee Road was analyzed further to ensure it will meet concurrency. **Tables 3a and 3b** summarize the results of the link analysis. As shown, the roadway will operate at acceptable levels of service at project buildout.

TABLE 3a - Link Analysis - AM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	AADT 2023	2023 Peak Hour Directional Volumes	Growth Rate (2)	2028 AM Peak Hour + Growth	AM Peak Hour Committed Projects Directional	2028 Growth + Committed Peak Direction	Peak Hour Service Capacity (1)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Satisfy Concurrency?	Project Percent Assignment
Okeechobee Rd	McNeil Rd	Project Access	EB	IN	NO	29,519	1,645	4.08%	2,009	256	2,265	2,680	3	2,268	0.11%	YES	60%
	McNeil Rd	Project Access	WB	OUT	NO	29,519	1,106	4.08%	1,351	154	1,505	2,680	1	1,506	0.04%	YES	60%
	Project Access	Virginia Ave	EB	OUT	NO	29,519	1,645	4.08%	2,009	256	2,265	2,680	0	2,265	0.00%	YES	40%
	Project Access	Virginia Ave	WB	IN	NO	29,519	1,106	4.08%	1,351	154	1,505	2,680	2	1,507	0.07%	YES	40%

(1) St. Lucie TPO LOS 2024 & FDOT 2023 Q/LOS Tables

(2) 5-year historical growth rate calculated from FDOT Historical AADT

Two-Way:	6
Net In:	5
Net Out:	1
Years Grown:	5

TABLE 3b - Link Analysis - PM

Segment	From	To	Direction	IN/OUT	Greater than 3% (1% on Adjacent Links)	AADT 2023	2023 Peak Hour Directional Volumes	Growth Rate (2)	2028 PM Peak Hour + Growth	PM Peak Hour Committed Projects Directional	2028 Growth + Committed Peak Direction	Peak Hour Service Capacity (1)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Satisfy Concurrency?	Project Percent Assignment
Okeechobee Rd	McNeil Rd	Project Access	EB	IN	NO	29,519	1,517	4.08%	1,853	215	2,068	2,680	1	2,069	0.04%	YES	60%
	McNeil Rd	Project Access	WB	OUT	NO	29,519	1,638	4.08%	2,001	283	2,284	2,680	3	2,287	0.11%	YES	60%
	Project Access	Virginia Ave	EB	OUT	NO	29,519	1,517	4.08%	1,853	215	2,068	2,680	2	2,070	0.07%	YES	40%
	Project Access	Virginia Ave	WB	IN	NO	29,519	1,638	4.08%	2,001	283	2,284	2,680	1	2,285	0.04%	YES	40%

(1) St. Lucie TPO LOS 2024 & FDOT 2023 Q/LOS Tables

(2) 5-year historical growth rate calculated from FDOT Historical AADT

Two-Way:	7
Net In:	2
Net Out:	5
Years Grown:	5

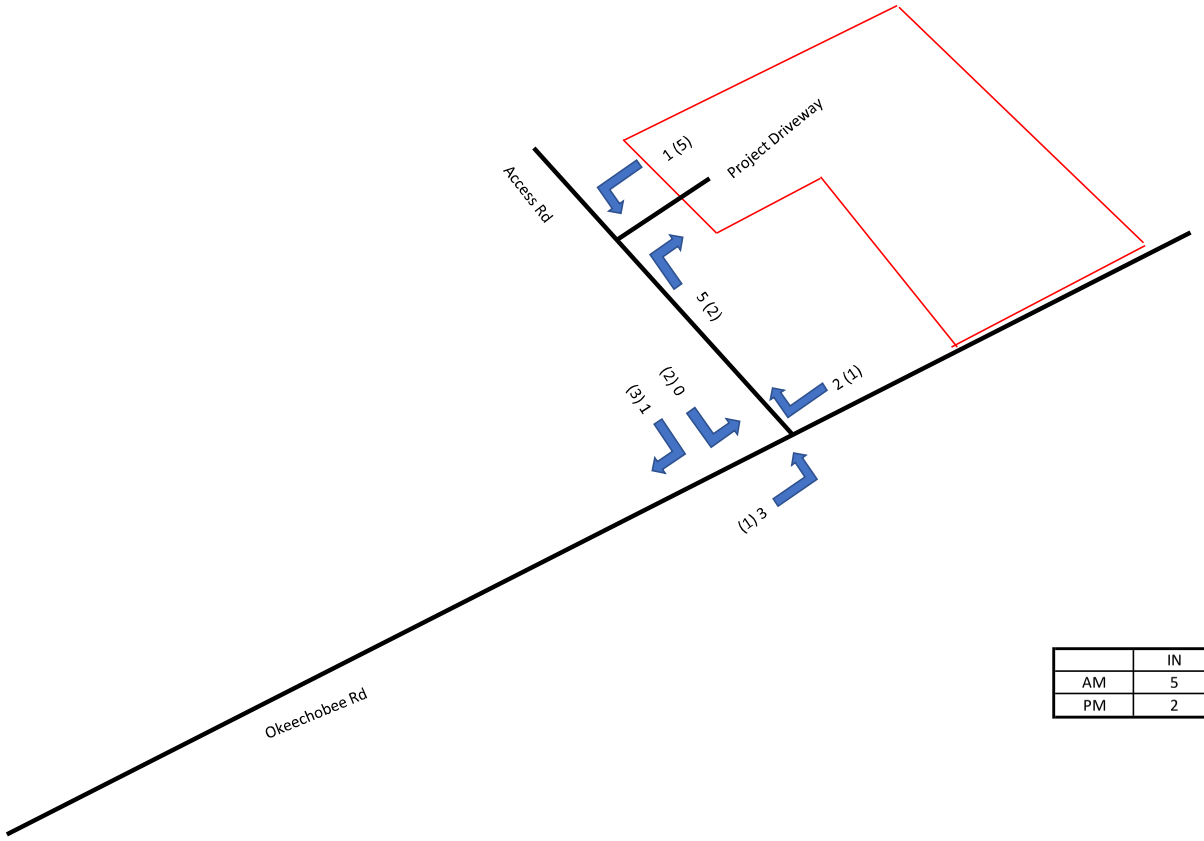
DRIVEWAY ANALYSIS

The project takes access from an existing access road with existing full access to Okeechobee Road. The project volumes are shown on **Figure 3**.

The existing access road already provides a right-turn lane and left-turn lane. Therefore, additional turn lane analysis is not required.

CONCLUSION

The Okeechobee Flex with 96 daily trips, 6 net AM peak hour trips and 7 net PM peak hour trips will have an insignificant impact on the network. All links and intersections operate at acceptable levels of service. Therefore, the project meets the requirements for concurrency.



	IN	OUT
AM	5	1
PM	2	5

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3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number: 25011.03 | Date: 1/29/2025

Legend

= Project Location

XX (XX) = AM (PM) Driveway Volumes

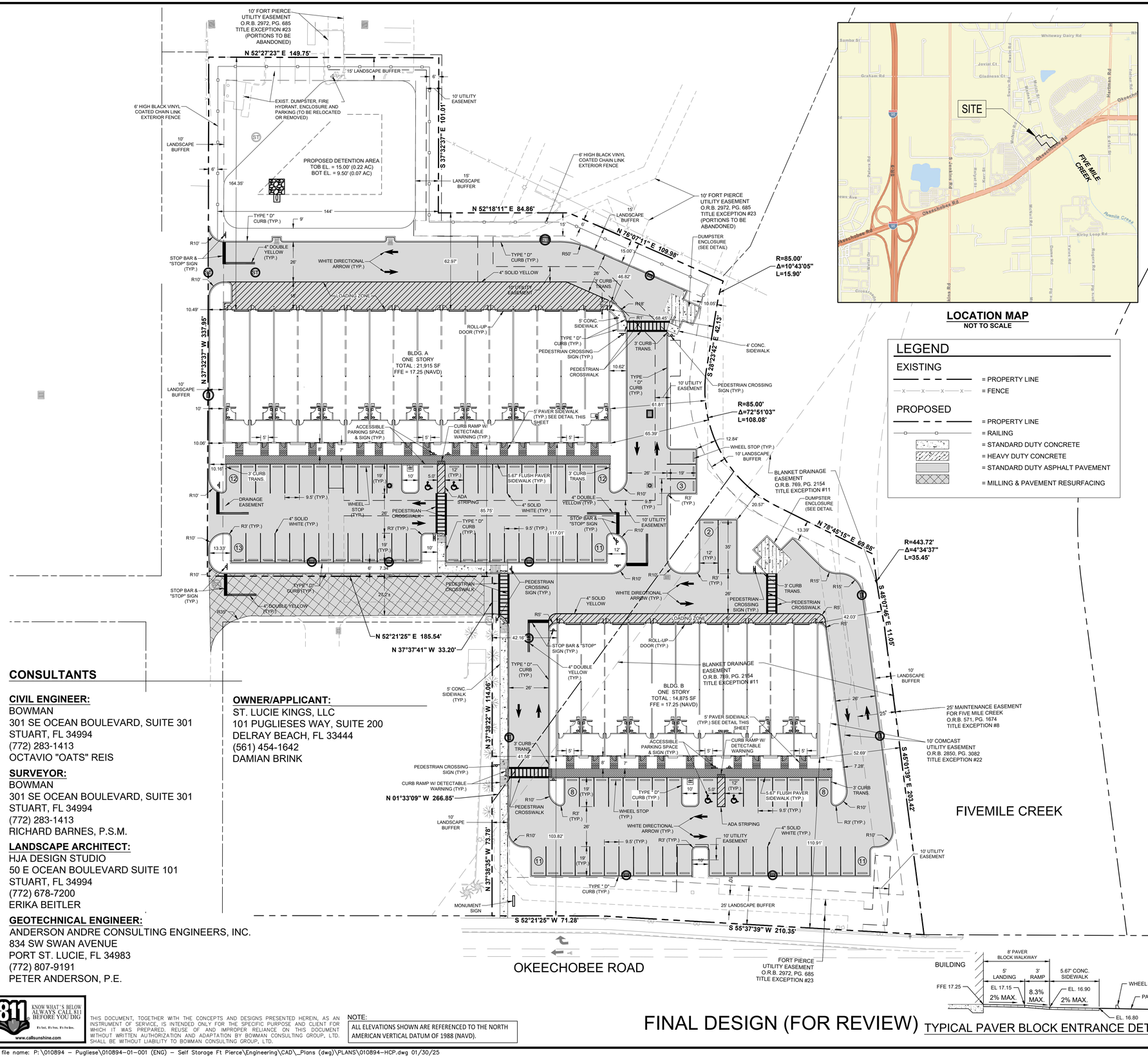
Figure 3

Driveway Volumes

Okeechobee Flex

APPENDIX A

SITE PLAN



TYPICAL PAVER BLOCK ENTRANCE DETAIL

LOCATION MAP
NOT TO SCALE

LEGEND

EXISTING
- = PROPERTY LINE
- = FENCE

PROPOSED
- = PROPERTY LINE
- = RAILING
- = STANDARD DUTY CONCRETE
- = HEAVY DUTY CONCRETE
- = STANDARD DUTY ASPHALT PAVEMENT
- = MILLING & PAVEMENT RESURFACING

SITE DATA

TOTAL SITE AREA	155,352 SF / 3.57 AC		
FUTURE LAND USE	GENERAL COMMERCIAL (GC)		
EXISTING ZONING	COMMERCIAL GENERAL (C-3)		
EXISTING USE	VACANT COMMERCIAL		
PROPOSED USE	FLEX SPACE (WHOLE SALE TRADE / WAREHOUSE & FREIGHT)		
BUILDING COVERAGE	36,790 SF		
MAXIMUM BUILDING HEIGHT	65'		
PROPOSED BUILDING HEIGHT	30'		
PARCEL CONTROL NUMBER	2419-122-0001-050-9		
	2419-122-0001-040-6		

OPEN SPACE

REQUIRED	31,070 SF	0.71 AC	20%
PROVIDED	47,933 SF	1.10 AC	31%
TOTAL LANDSCAPE AREA	47,933 SF	1.10 AC	31%

SET BACKS

	REQUIRED (MIN.)	PROVIDED
FRONT	25'	103.82'
SIDE	10'	42.03'
REAR	15'	46.82'

LANDSCAPE AREA

TOTAL LANDSCAPE AREA	47,933 SF	1.10 AC	31%

IMPERVIOUS AREA

BUILDING COVERAGE	36,790 SF	0.85 AC	24%
VEHICULAR USE AREA	61,960 SF	1.42 AC	40%
PAVERS/WALKS/DUMPSTER	8,669 SF	0.19 AC	5%
TOTAL	107,419 SF	2.46 AC	69%

BUILDING DATA

	OFFICE	WAREHOUSE	TOTAL
BUILDING A	3,357 SF / 15%	18,558 SF	21,915 SF
BUILDING B	2,306 SF / 15%	12,569 SF	14,875 SF
TOTAL	5,663 SF / 15%	31,127 SF	36,790 SF

PARKING REQUIREMENTS (9.5' X 19')

	REQUIRED	PROVIDED
WAREHOUSE 1 SPACE PER 600 SF (31,127/600)	52 SPACES	55 SPACES
OFFICE 1 SPACE PER 200 SF (200 SF PER BAY) (5,663/200)	28 SPACES	30 SPACES
ACCESSIBLE SPACES 76 - 100 SPACES	4 SPACES	4 SPACES
LOADING SPACES	1 SPACES	2 SPACES
TOTAL PARKING SPACES	85 SPACES	91 SPACES

TOTAL INCLUDES ACCESSIBLE SPACES & 2 LOADING SPACES

LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH O1°20'45" EAST, ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA; S.R. 70); THENCE SOUTH 52°29'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,102.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 55°45'47" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST, A DISTANCE OF 73.78 FEET; THENCE NORTH 37°30'14" WEST, A DISTANCE OF 114.06 FEET; THENCE NORTH 37°29'33" WEST, A DISTANCE OF 33.20 FEET; THENCE SOUTH 52°29'33" WEST, A DISTANCE OF 185.54 FEET; THENCE NORTH 37°24'29" WEST, A DISTANCE OF 337.95 FEET; THENCE NORTH 52°35'31" EAST, A DISTANCE OF 149.75 FEET; THENCE SOUTH 37°24'29" EAST, A DISTANCE OF 101.01 FEET; THENCE NORTH 52°26'19" EAST, A DISTANCE OF 84.86 FEET; THENCE NORTH 76°15'19" EAST, A DISTANCE OF 109.98 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 72°27'31" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°15'34" EAST, A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST, A DISTANCE OF 69.88 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 46°34'59" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 443.72 FEET AND A CENTRAL ANGLE OF 04°34'37", A DISTANCE OF 35.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°59'38" EAST, A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST, A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

LESS A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. PROPOSED DEVELOPMENT SHALL ADHERE TO THE STANDARDS SPECIFIED IN THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 119 AND 125.
2. THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA IN COORDINATION AND COMPLIANCE WITH EXISTING INGRESS/EGRESS EASEMENTS WITH ADJACENT PROPERTY OWNERS.
3. AIR CONDITIONING AND OTHER EQUIPMENT LOCATED ON THE ROOF SHALL BE SCREENED AND CANNOT BE VISIBLE FROM AN ELEVATION THAT IS HORIZONTAL TO THE LOCATION OF THE ROOF EQUIPMENT.

CONSULTANTS

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STUART, FL 34994
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OCTAVIO "OATS" REIS

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PORT ST. LUCIE, FL 34983
(772) 807-9191
PETER ANDERSON, P.E.

OWNER/APPLICANT:
ST. LUCIE KINGS, LLC
101 PUGLIESES WAY, SUITE 200
DELRAY BEACH, FL 33444
(561) 454-1642
DAMIAN BRINK

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NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

FINAL DESIGN (FOR REVIEW)

GRAPHIC SCALE
0 30 60
1" = 30'

Bowman
PROFESSIONAL SURVEYORS AND MAPPERS: CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS: CERTIFICATE OF AUTHORIZATION NO. 33462

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4600 FLEX SPACE
FORT PIERCE FLORIDA

SITE PLAN

PROJECT NO
010894-01-001

OCTAVIO "OATS" REIS
LICENSE NO. 42503

PLAN STATUS

DATE	DESCRIPTION

BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 30'
JOB No. 010894
DATE January 2025
FILE No. 010894-HCP
SHEET SP1

Cad file name: P:\010894 – Pugliese\010894-01-001 (ENG) – Self Storage Ft Pierce\Engineering\CAD_Plans (dwg)\PLANS\010894-HCP.dwg 01/30/25

APPENDIX B

ST. LUCIE COUNTY TPO TRAFFIC COUNTS AND LEVEL OF SERVICE REPORT 2024
&
FDOT 2023 Q/LOS TABLES

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
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	9,900	2024	2,000	536	B	0.27	542	B	0.27
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	9,696	2023							
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	9,696	2023							
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	9,696	2023							
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	9,696	2023							
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	9,696	2023							
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	7,267	2023							
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	10,118	2023							
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	10,118	2023							
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	24,489	2023							
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	26,459	2023							
OKEECHOBEE RD	I-95 to JENKINS RD	940029	33,776	2023							
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	33,776	2023							
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	32,311	2023							
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	13,178	2023	2,100	681	C	0.32	672	C	0.32
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	13,178	2023	1,630	681	C	0.42	672	C	0.41
OKEECHOBEE RD	35TH ST to 33RD ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	33RD ST to 25TH ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	11,736	2023	1,630	680	C	0.42	603	C	0.37
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	11,736	2023	1,710	680	C	0.40	603	C	0.35
OLD DIXIE HWY	US 1 to SR A1A NORTH	691	436	2022	790	68	C	0.09	64	C	0.08
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	948521	1,820	2023	750	85	C	0.11	85	C	0.11
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	227	1,785	2022	790	145	C	0.18	106	C	0.13
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	948523	1,495	2023	870	70	C	0.08	70	C	0.08
OLEANDER AVE	BEACH AVE to KITTERMAN RD	692	2,997	2021	540	173	C	0.32	196	C	0.36
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	141	6,174	2021	750	359	C	0.48	359	C	0.48
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	139	6,049	2023	750	342	C	0.46	345	C	0.46
OLEANDER AVE	WEATHERBEE RD to BELL AVE	139	6,049	2023	540	342	D	0.63	345	D	0.64
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	240	9,400	2024	540	465	D	0.86	461	D	0.85
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	240	9,400	2024	750	465	D	0.62	461	D	0.61
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	505	9,200	2024	750	590	D	0.79	518	D	0.69
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	505	9,200	2024	540	590	F	1.09	518	D	0.96

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT. FDOT count stations use standard K and D factors to determine peak hour values.
Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds.
Please refer to FDOT sources for detailed data on FDOT traffic counts.

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables

(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**

(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

COUNTY: 94
STATION: 0742
DESCRIPTION: SR 70/OKEECHOBEE RD - SW OF SR 70/VIRGINIA AVE (CO
START DATE: 05/02/2023
START TIME: 1200

	DIRECTION: E					DIRECTION: W					COMBINED
TIME	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL	TOTAL
0000	31	27	23	18	99	31	18	18	19	86	185
0100	24	16	9	16	65	23	10	8	10	51	116
0200	17	17	22	6	62	11	15	10	14	50	112
0300	11	8	10	21	50	16	19	12	12	59	109
0400	15	25	31	24	95	28	10	41	56	135	230
0500	29	41	75	91	236	36	75	79	123	313	549
0600	123	147	179	271	720	161	227	280	225	893	1613
0700	222	308	430	474	1434	233	230	302	274	1039	2473
0800	377	364	312	335	1388	264	266	289	244	1063	2451
0900	255	302	272	289	1118	246	240	234	229	949	2067
1000	273	292	260	292	1117	229	260	274	279	1042	2159
1100	275	221	270	291	1057	262	240	304	286	1092	2149
1200	286	301	323	307	1217	321	291	286	285	1183	2400
1300	302	272	284	327	1185	294	308	288	317	1207	2392
1400	277	302	299	288	1166	313	284	296	287	1180	2346
1500	354	333	379	347	1413	362	386	378	357	1483	2896
1600	331	405	341	357	1434	347	364	407	387	1505	2939
1700	333	387	407	390	1517	413	431	342	337	1523	3040
1800	329	341	287	289	1246	285	274	264	275	1098	2344
1900	254	243	226	203	926	250	249	207	202	908	1834
2000	208	189	184	200	781	216	202	192	183	793	1574
2100	143	147	114	101	505	146	150	99	131	526	1031
2200	120	127	106	71	424	107	66	55	48	276	700
2300	79	55	56	33	223	58	41	46	25	170	393
24-HOUR TOTALS:					19478					18624	38102

PEAK VOLUME INFORMATION

	DIRECTION: E		DIRECTION: W		COMBINED DIRECTIONS	
	HOUR	VOLUME	HOUR	VOLUME	HOUR	VOLUME
A.M.	730	1645	730	1106	730	2751
P.M.	1700	1517	1630	1638	1645	3057
DAILY	730	1645	1630	1638	1645	3057

GENERATED BY SPS 5.0.0.61

APPENDIX C

GROWTH RATE
&
BACKGROUND TRAFFIC

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0742 - SR 70/OKEECHOBEE RD - SW OF SR 70/VIRGINIA AVE (COUNTY 742)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	37000 C	E 19000	W 18000	9.00	51.60	11.40
2022	33500 C	E 17000	W 16500	9.00	51.40	11.40
2021	35500 C	E 18500	W 17000	9.00	50.90	11.40
2020	29500 F	E 14000	W 15500	9.00	51.30	4.60
2019	30500 C	E 14500	W 16000	9.00	51.00	4.60
2018	31500 C	E 16500	W 15000	9.00	51.30	4.60
2017	31500 C	E 15500	W 16000	9.00	50.90	12.00
2016	26000 C	E 15500	W 10500	9.00	50.90	12.00
2015	26500 C	E 11500	W 15000	9.00	51.00	12.00
2014	30000 C	E 15000	W 15000	9.00	50.80	6.10
2013	27000 C	E 12500	W 14500	9.00	50.80	3.80
2012	33000 C	E 16500	W 16500	9.00	56.80	3.80
2008	32500 C	E 16500	W 16000	10.45	58.06	6.70

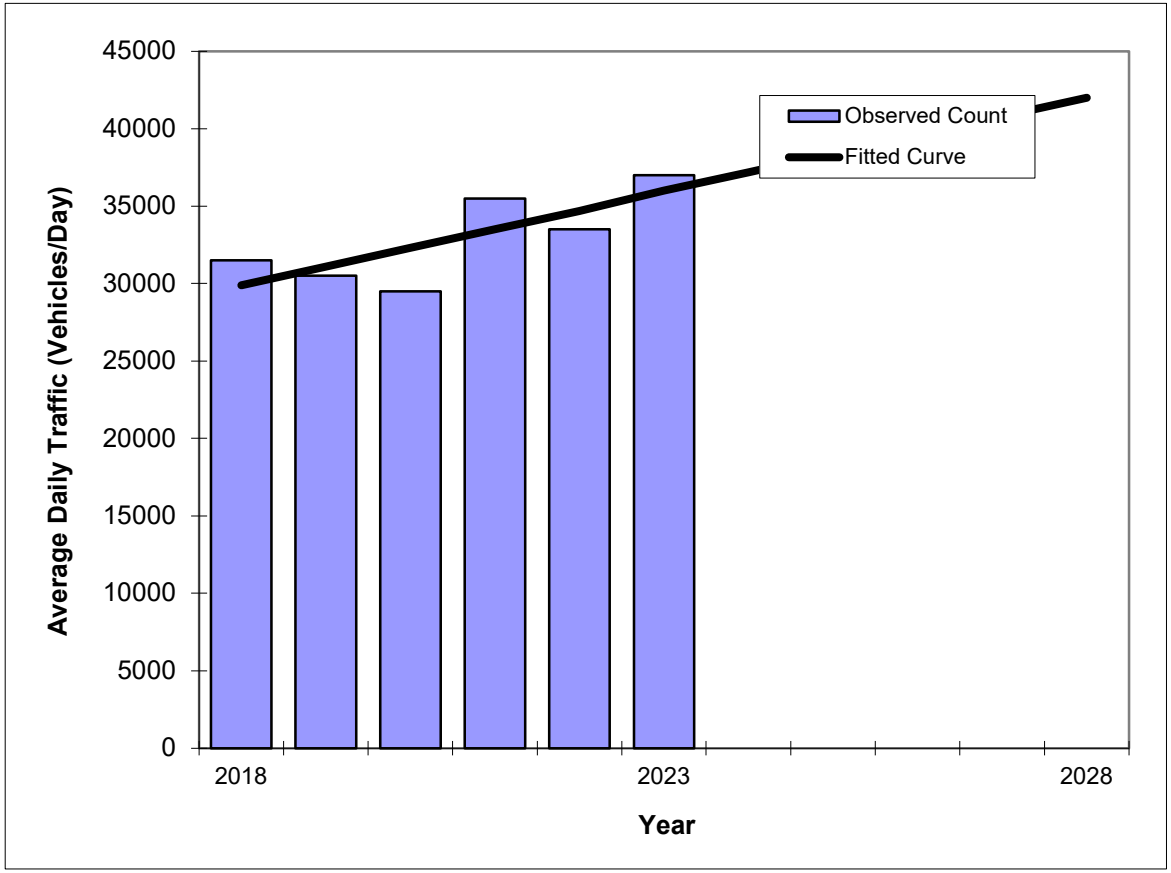
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V2.0

--

PIN#	973215-1
Location	1

County:	St. Lucie (94)
Station #:	0
Highway:	0



Year	Traffic (ADT/AADT) Count*	Trend**
2018	31500	29900
2019	30500	31100
2020	29500	32300
2021	35500	33500
2022	33500	34700
2023	37000	36000
2025 Opening Year Trend		
2025	N/A	38400
2026 Mid-Year Trend		
2026	N/A	39600
2028 Design Year Trend		
2028	N/A	42000
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	1,214
Trend R-squared:	59.72%
Trend Annual Historic Growth Rate:	4.08%
Trend Growth Rate (2023 to Design Year):	3.33%
Printed:	29-Jan-25

Straight Line Growth Option

***Axle-Adjusted**

AM APPROVED PROJECTS			Ferrell Communities						Creekside						Whispering Oaks					
Road Name	From	To	%	Daily	Two-Way Trips	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	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Okeechobee Rd	McNeil Rd	Virginia Ave	15%	398	27	OUT	21	6	30%	2,233	169	OUT	126	43	2%	56	4	OUT	3	1
				2,655	**181**		**In**	**42**		**7,443**	**564**		**In**	**143**		**2,806**	**212**		**In**	**45**
				Daily	**Two-Way**		**Out**	**139**		**Daily**	**Two-Way**		**Out**	**421**		**Daily**	**Two-Way**		**Out**	**167**

AM APPROVED PROJECTS			Viva at Treasure Coast West						Viva at Treasure Coast East						3000 Virginia					
Road Name	From	To	%	Daily	Two-Way Trips	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	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Okeechobee Rd	McNeil Rd	Virginia Ave	40%	599	37	OUT	28	9	40%	558	35	OUT	26	8	45%	1,072	60	IN	14	46
				1,498	**92**		**In**	**22**		**1,396**	**87**		**In**	**21**		**2,383**	**134**		**In**	**32**
				Daily	**Two-Way**		**Out**	**70**		**Daily**	**Two-Way**		**Out**	**66**		**Daily**	**Two-Way**		**Out**	**102**

AM APPROVED PROJECTS			Project Hunt						Kings Highway Warehouse						Woodspring Suites Ft Pierce					
Road Name	From	To	%	Daily	Two-Way Trips	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	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Okeechobee Rd	McNeil Rd	Virginia Ave	9%	86	9	OUT	2	8	3%	153	20	OUT	10	10	40%	360	22	OUT	10	12
				956	**101**		**In**	**84**		**5,100**	**683**		**In**	**342**		**899**	**54**		**In**	**30**
				Daily	**Two-Way**		**Out**	**17**		**Daily**	**Two-Way**		**Out**	**341**		**Daily**	**Two-Way**		**Out**	**24**

AM APPROVED PROJECTS			Jenkins Waypoint / Resurrection Life						Project Hurricane					
Road Name	From	To	%	Daily	Two-Way Trips	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
Okeechobee Rd	McNeil Rd	Virginia Ave	10%	332	21	OUT	16	5	40%	169	19	OUT	5	14
				3,318	**209**		**In**	**53**		**422**	**48**		**In**	**36**
				Daily	**Two-Way**		**Out**	**156**		**Daily**	**Two-Way**		**Out**	**12**

AM APPROVED PROJECTS			SUM Daily		SUM 2 Way		SUM Directional N/E		SUM Directional S/W		Two Way		Directional N/E		Directional S/W	
Road Name	From	To	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net 2 Way	Double Count	Net	Double Count	Net
Okeechobee Rd	McNeil Rd	Virginia Ave	5,249	767	353	70	235	26	119	44	-14	410	-5	256	-9	154

PM APPROVED PROJECTS			Ferrell Communities						Creekside						Whispering Oaks					
Road Name	From	To	%	Daily	Two-Way Trips	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	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Okeechobee Rd	McNeil Rd	Virginia Ave	15%	398	29	OUT	11	17	30%	2,233	205	OUT	77	128	2%	56	5	OUT	2	3
				2,655	**190**		**In**	**116**		**7,443**	**682**		**In**	**426**		**2,806**	**266**		**In**	**172**
				Daily	**Two-Way**		**Out**	**74**		**Daily**	**Two-Way**		**Out**	**256**		**Daily**	**Two-Way**		**Out**	**94**

PM APPROVED PROJECTS			Viva at Treasure Coast West						Viva at Treasure Coast East						3000 Virginia					
Road Name	From	To	%	Daily	Two-Way Trips	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	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Okeechobee Rd	McNeil Rd	Virginia Ave	40%	599	46	OUT	17	29	40%	558	44	OUT	16	28	45%	1,072	79	IN	50	29
				1,498	**116**		**In**	**73**		**1,396**	**109**		**In**	**69**		**2,383**	**175**		**In**	**110**
				Daily	**Two-Way**		**Out**	**43**		**Daily**	**Two-Way**		**Out**	**40**		**Daily**	**Two-Way**		**Out**	**65**

PM APPROVED PROJECTS			Project Hunt						Kings Highway Warehouse						Woodspring Suites Ft Pierce					
Road Name	From	To	%	Daily	Two-Way Trips	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	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Okeechobee Rd	McNeil Rd	Virginia Ave	9%	86	10	OUT	8	3	3%	153	20	OUT	6	14	40%	360	25	OUT	12	13
				956	**114**		**In**	**29**		**5,100**	**674**		**In**	**458**		**899**	**62**		**In**	**32**
				Daily	**Two-Way**		**Out**	**85**		**Daily**	**Two-Way**		**Out**	**216**		**Daily**	**Two-Way**		**Out**	**30**

PM APPROVED PROJECTS			Jenkins Waypoint / Resurrection Life						Project Hurricane					
Road Name	From	To	%	Daily	Two-Way Trips	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
Okeechobee Rd	McNeil Rd	Virginia Ave	10%	332	27	OUT	10	17	40%	169	24	OUT	15	9
				3,318	**274**		**In**	**172**		**422**	**60**		**In**	**23**
				Daily	**Two-Way**		**Out**	**102**		**Daily**	**Two-Way**		**Out**	**37**

PM APPROVED PROJECTS			SUM Daily		SUM 2 Way		SUM Directional N/E		SUM Directional S/W		Two Way		Directional N/E		Directional S/W	
Road Name	From	To	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net 2 Way	Double Count	Net	Double Count	Net
Okeechobee Rd	McNeil Rd	Virginia Ave	5,249	767	435	79	183	41	252	38	-16	498	-8	215	-8	283

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

4646 OKEECHOBEE ROAD

ENVIRONMENTAL ASSESSMENT

Prepared For:

LAND AMERICA

Prepared By:

EW CONSULTANTS, INC.

December 2022
© 2022 EW Consultants, Inc.

1000 SE Monterey Commons Boulevard, Ste 208 Stuart, FL 34996
772-287-8771 • Fax 772-287-2988

www.ewconsultants.com

I. INTRODUCTION –

This Environmental Assessment Report details the land covers present on a piece of improved land located at 4646 Okeechobee Road in the City of Fort Pierce, Florida. In particular, this report focuses on the potential listed species which may be found within the open grassed areas of the subject site.

The 3.57-acre project site is located north of and adjacent to Okeechobee Road, just east of McNeill Road, and south of the Portofino Landings project (see Figure 1 in Appendix A, Location Map). It lies within Section 19, Township 35S, Range 40E, as shown on Figure 2 in Appendix A, USGS Quadrangle Map.

II. GENERAL PROPERTY DESCRIPTION –

Based on a December 2022 site visit conducted by staff from EW Consultants, Inc., the majority of the property is improved (paved parking lot) with no vertical construction. There are open areas of mowed grass generally located along the eastern portions of the property, as well as within the parking lot islands. The northwestern portion of the site includes a small portion of the Portofino Landings project (parking spaces and a dumpster).

The project site is bounded by Okeechobee Road to the south, commercial development to the west (a Shell gas station and a Tractor Supply store), the Portofino Landings multi-family residential project to the north, and Fivemile Creek (a North St. Lucie River Water Control District canal) to the east. Figure 3 in Appendix A is a 2021 aerial photo of the subject property and immediate surroundings.

III. SOIL TYPES –

A Soils Report produced by the United States Department of Agriculture/Natural Resources Conservation Service is provided in Appendix B of this report. Any natural soil types are likely heavily altered due to the improvement of the project site from past development activities.

IV. EXISTING LAND COVER TYPES –

The land cover types on the subject property have been classified in accordance with the Florida Land Use & Cover Classifications System developed by the Florida Department of Transportation. The site has one land cover type: #192 - Inactive Lands with Street Patterns but without Structures. This land cover consists of the paved remnant parking lot on-site as well as the grassed areas to the east. Grasses consist mainly of ruderal species such as cogon grass, Bahia, Bermuda, smutgrass, guinea grass, limpo grass, Spanish needles, ragweed, rattlebox, bushy broomsedge, among others. Along the north property line is a black chain-link fence with Brazilian pepper and green buttonwood bushes at its base. There are no intact native wetland or upland habitat on-site.

Figure 4 in Appendix A provides an aerial view and nomenclature for the land cover type described.

V. SPECIMEN NATIVE TREES

There are no mature native tree species on the subject site; therefore there are no native trees which meet the City's protection standards. Planted laurel oaks exists adjacent to the project site in the southwest portion of the property. These trees are part of the landscaping for the adjacent Shell gas station.

VI. LISTED SPECIES DISCUSSION

During the field assessment of the property in December of 2022, observations were made for the presence or potential presence of listed fauna. Although the site is largely developed/paved, the open grassed areas with sandy soils provide potential foraging and burrowing habitat for state threatened gopher tortoise.

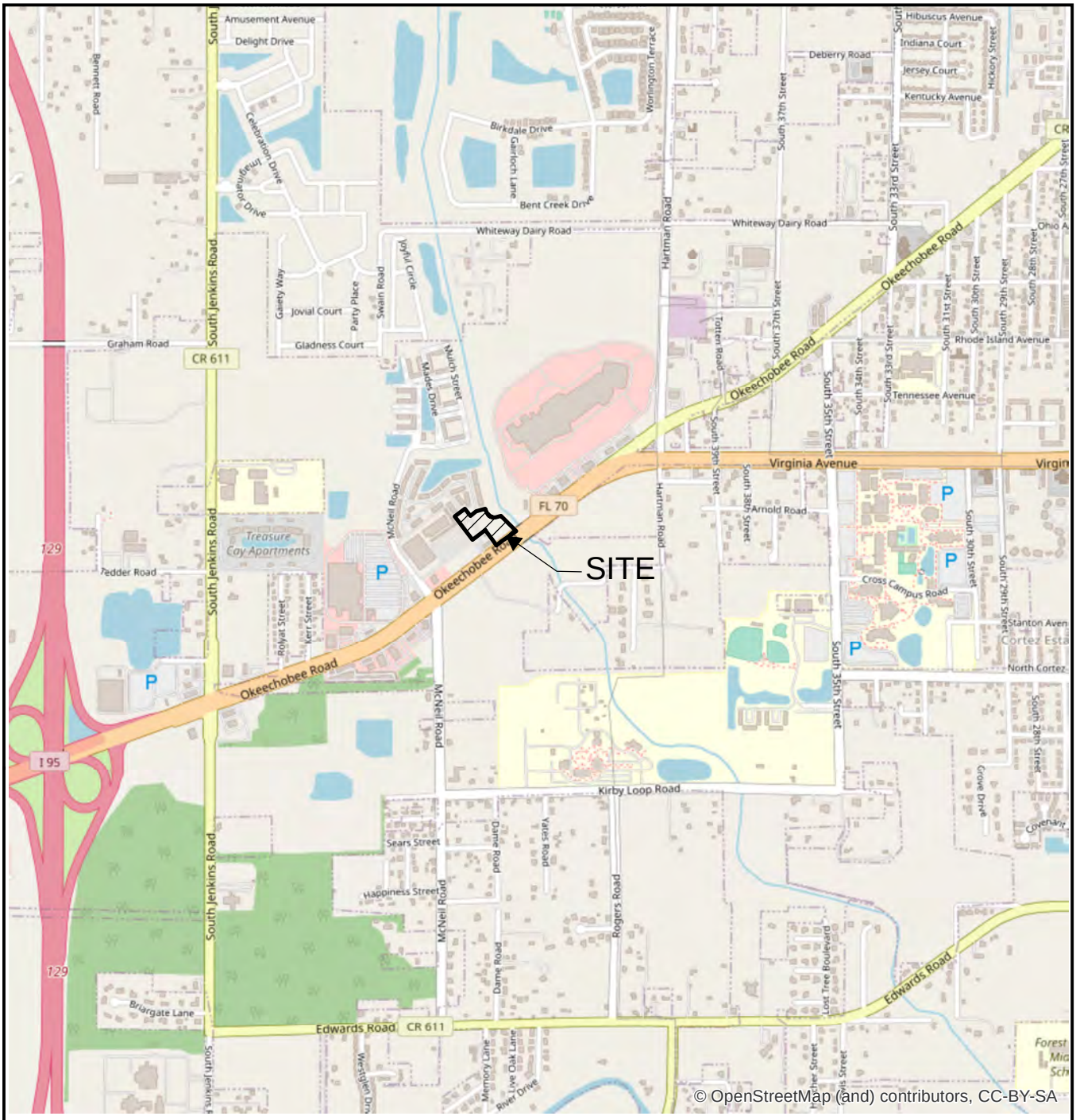
No potentially occupied burrows of this species were observed during the recent site visit. This survey is valid for 90 days and must be updated prior to land alteration activities.

Non-listed species observed on and near the site included a snipe flushed from the high grass, black vultures in-flight, and an osprey observed perched on top of a powerline pole on the east side of Fivemile Creek northeast of the project site. No other wildlife species were observed on-site at the time of the field reconnaissance in December 2022.

APPENDIX A

Maps and Figures:

Figure 1: Location Map
Figure 2: USGS Quadrangle Map
Figure 3: 2021 Aerial Photograph
Figure 4: Land Cover/FLUCCS Map



LEGEND

▨ - SITE (3.6+/- AC)

0 2,000 Feet

N

4646 OKEECHOBEE ROAD LOCATION

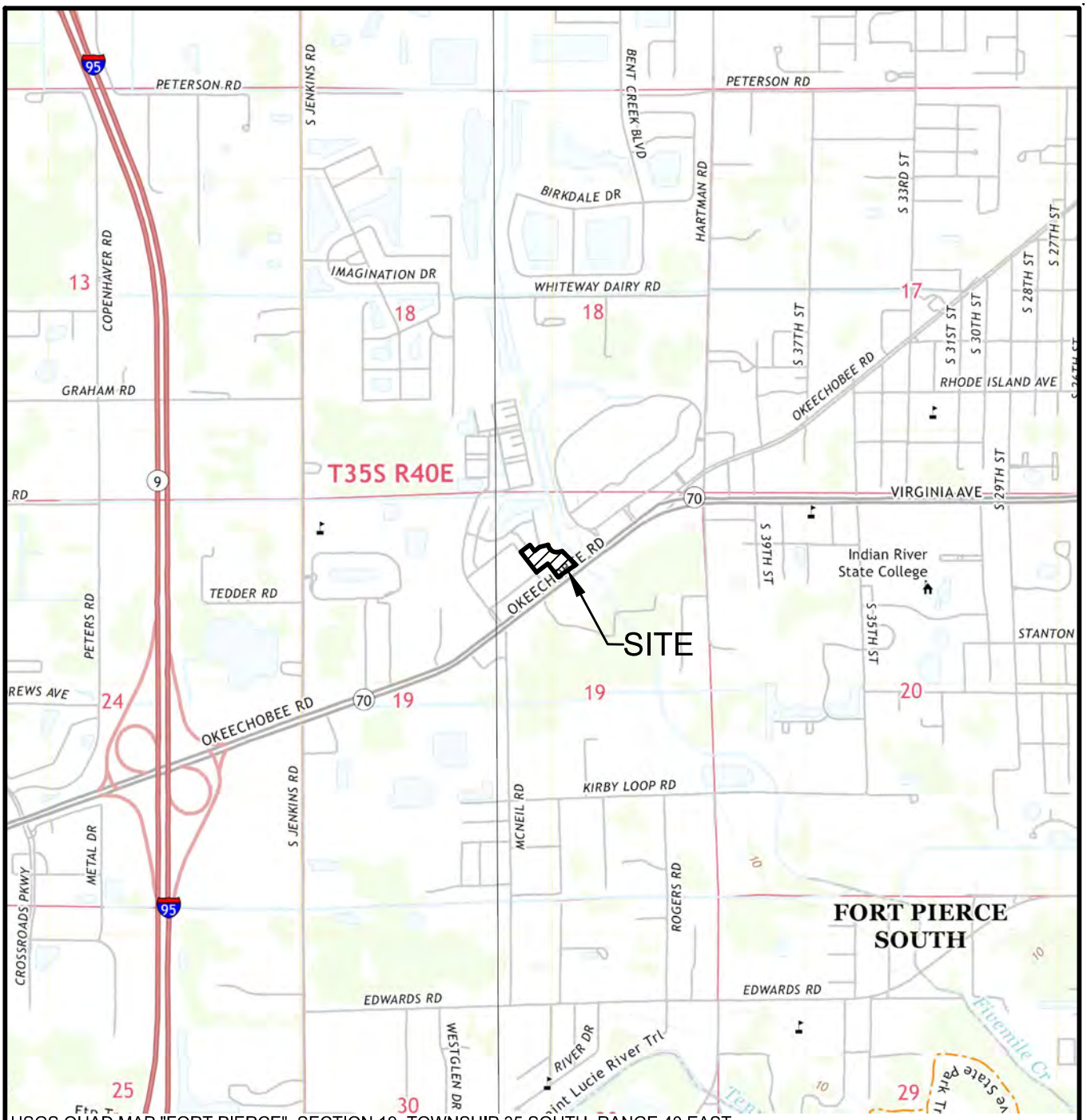
EW CONSULTANTS, INC.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

DEC 2022

FIGURE

1



USGS QUAD MAP "FORT PIERCE", SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST,
CITY OF FORT PIERCE, ST LUCIE COUNTY, FLORIDA LATITUDE 27°25'24.50" LONGITUDE -80d22'22.78"

LEGEND

- SITE (3.6± AC)

0 2000

SCALE IN FEET

4646 OKEECHOBEE ROAD

QUAD MAP

EW CONSULTANTS, INC.

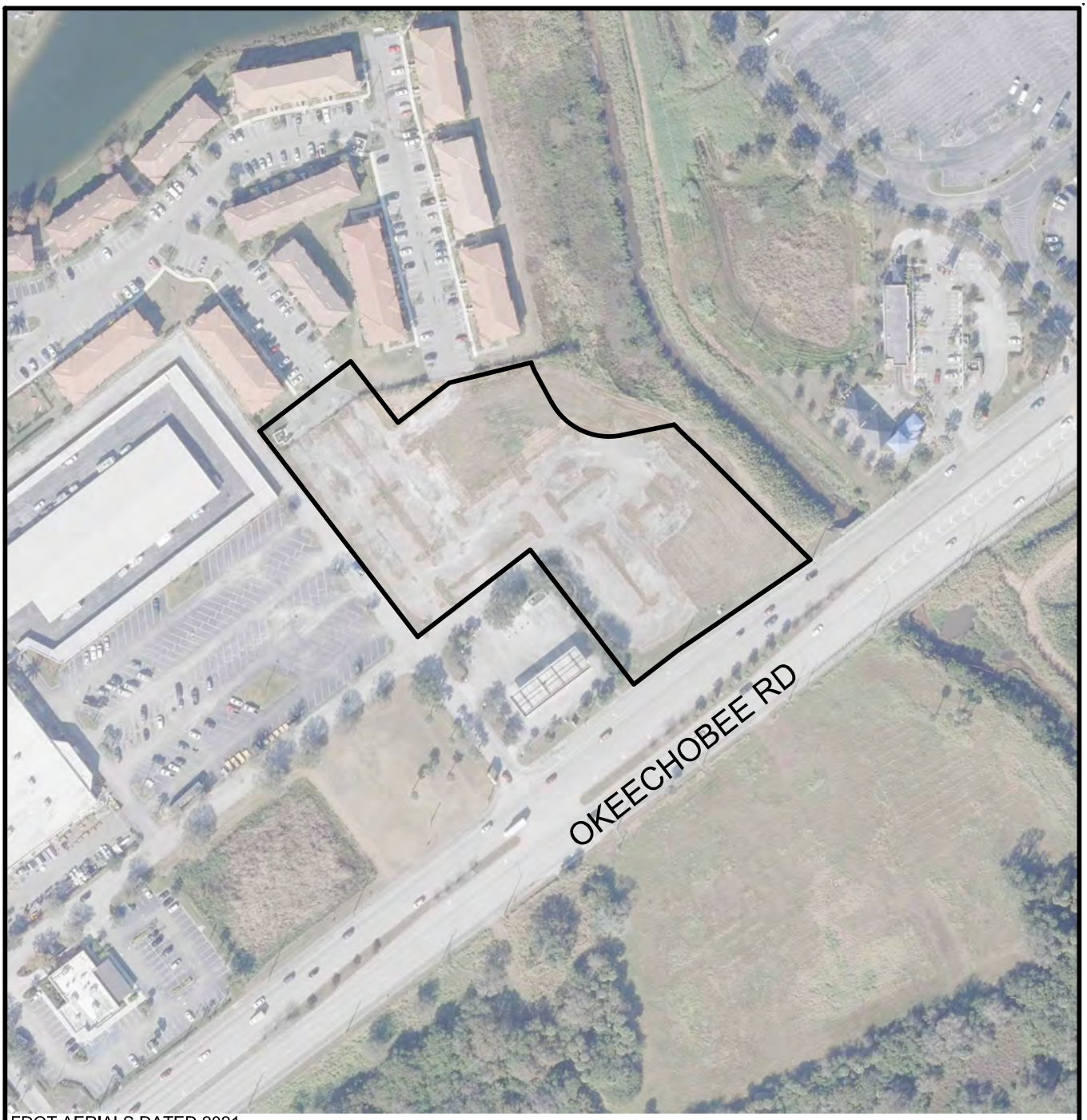
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

DEC 2022

FIGURE

2

4646 Okeechobee Rd.dwg QUAD



FDOT AERIALS DATED 2021

0 200
SCALE IN FEET

4646 OKEECHOBEE ROAD

AERIAL

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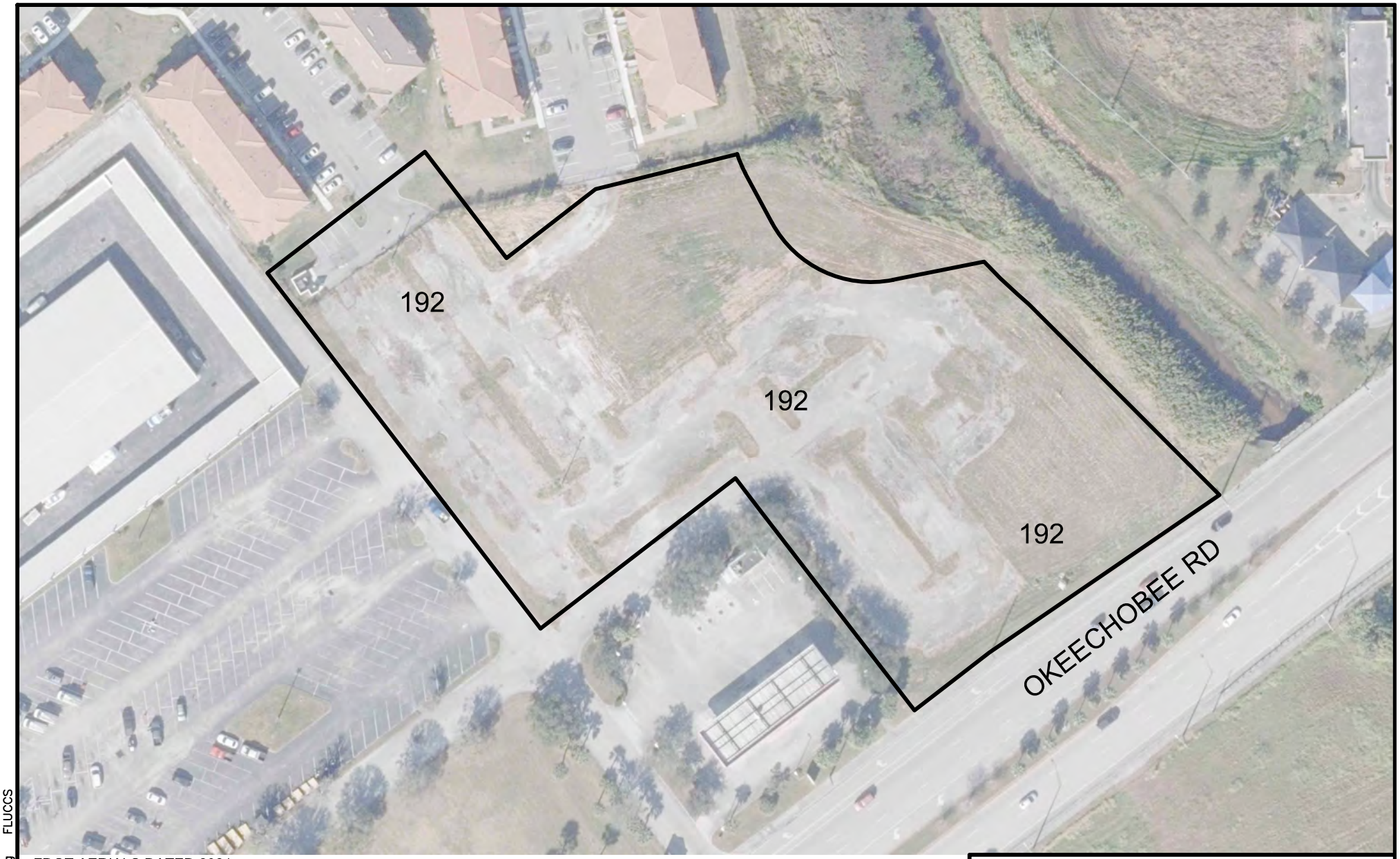
EW Consultants, Inc.
1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

DEC 2022

FIGURE
3

4646 Okeechobee Rd.dwg AERIAL



FDOT AERIALS DATED 2021

LEGEND
192 - INACTIVE LAND WITH STREET PATTERNS BUT WITHOUT STRUCTURES (3.6± AC)

0 100
SCALE IN FEET

4646 OKEECHOBEE ROAD FLUCCS

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 · FAX 772-287-2988
WWW.EWCONSULTANTS.COM

DEC 2022
FIGURE 4

4646 Okeechobee Rd.dwg FLUCCS

APPENDIX B

NRCS Custom Soils Report

Soil Map—St. Lucie County, Florida
(4646 OKEECHOBEE ROAD)

Map Scale: 1:1,200 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 15 30 60 90

Feet
0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 16, Sep 2, 2022

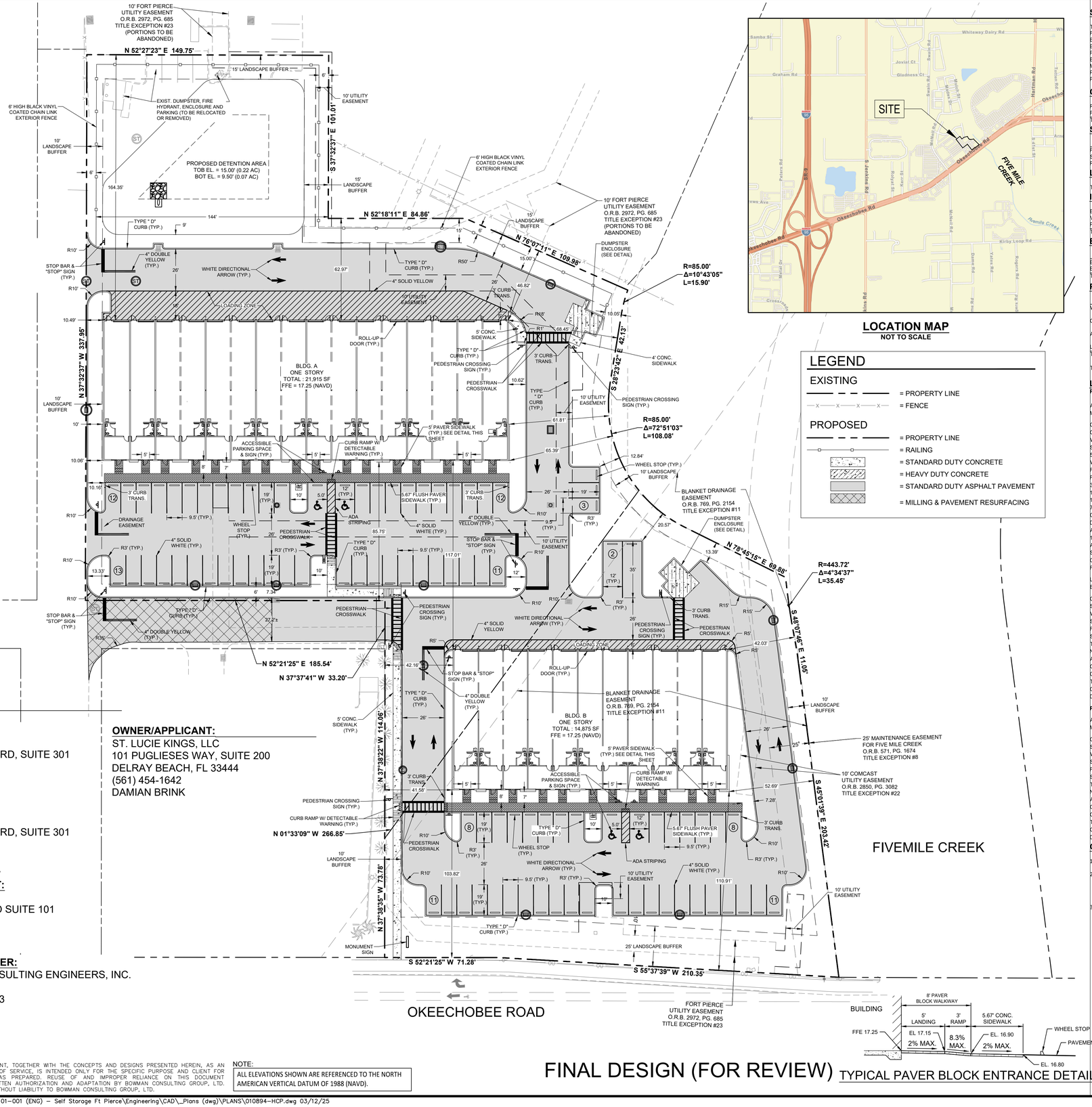
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
38	Riviera fine sand, 0 to 2 percent slopes	3.5	98.8%
55	Winder loamy sand	0.0	1.2%
Totals for Area of Interest		**3.6**	**100.0%**



LOCATION MAP
NOT TO SCALE

LEGEND

EXISTING

= PROPERTY LINE
= FENCE

PROPOSED

= PROPERTY LINE
= RAILING
= STANDARD DUTY CONCRETE
= HEAVY DUTY CONCRETE
= STANDARD DUTY ASPHALT PAVEMENT
= MILLING & PAVEMENT RESURFACING

SITE DATA

TOTAL SITE AREA	155,352 SF / 3.57 AC	
FUTURE LAND USE	GENERAL COMMERCIAL (GC)	
EXISTING ZONING	COMMERCIAL GENERAL (C-3)	
EXISTING USE	VACANT COMMERCIAL	
PROPOSED USE	FLEX SPACE (WHOLE SALE TRADE / WAREHOUSE & FREIGHT)	
BUILDING COVERAGE	36,790 SF	
MAXIMUM BUILDING HEIGHT	65'	
PROPOSED BUILDING HEIGHT	30'	
PARCEL CONTROL NUMBER	2419-122-0001-050-9	
	2419-122-0001-040-6	

OPEN SPACE

REQUIRED	31,070 SF	0.71 AC	20%
PROVIDED	47,933 SF	1.10 AC	31%
TOTAL LANDSCAPE AREA	47,933 SF	1.10 AC	31%

SET BACKS

	REQUIRED (MIN.)	PROVIDED
FRONT	25'	103.82'
SIDE	10'	42.03'
REAR	15'	46.82'

LANDSCAPE AREA

TOTAL LANDSCAPE AREA	47,933 SF	1.10 AC	31%

IMPERVIOUS AREA

BUILDING COVERAGE	36,790 SF	0.85 AC	24%
VEHICULAR USE AREA	61,960 SF	1.42 AC	40%
PAVERS/WALKS/DUMPSTER	8,669 SF	0.19 AC	5%
TOTAL	107,419 SF	2.46 AC	69%

BUILDING DATA

	OFFICE	WAREHOUSE	TOTAL
BUILDING A	3,357 SF / 15%	18,558 SF	21,915 SF
BUILDING B	2,306 SF / 15%	12,569 SF	14,875 SF
TOTAL	5,663 SF / 15%	31,127 SF	36,790 SF

PARKING REQUIREMENTS (9.5' X 19')

	REQUIRED	PROVIDED
WAREHOUSE 1 SPACE PER 600 SF (31,127/600)	52 SPACES	55 SPACES
OFFICE 1 SPACE PER 200 SF (200 SF PER BAY) (5,663/200)	28 SPACES	30 SPACES
ACCESSIBLE SPACES 76 - 100 SPACES	4 SPACES	4 SPACES
LOADING SPACES	1 SPACES	2 SPACES
TOTAL PARKING SPACES	85 SPACES	91 SPACES

TOTAL INCLUDES ACCESSIBLE SPACES & 2 LOADING SPACES

LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH O1°20'45" EAST, ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA; S.R. 70); THENCE SOUTH 52°29'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,102.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 55°45'47" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST, A DISTANCE OF 73.78 FEET; THENCE NORTH 37°30'14" WEST, A DISTANCE OF 114.06 FEET; THENCE NORTH 37°29'33" WEST, A DISTANCE OF 33.20 FEET; THENCE SOUTH 52°29'33" WEST, A DISTANCE OF 185.54 FEET; THENCE NORTH 37°24'29" WEST, A DISTANCE OF 337.95 FEET; THENCE NORTH 52°35'31" EAST, A DISTANCE OF 149.75 FEET; THENCE SOUTH 37°24'29" EAST, A DISTANCE OF 101.01 FEET; THENCE NORTH 52°26'19" EAST, A DISTANCE OF 84.86 FEET; THENCE NORTH 76°15'19" EAST, A DISTANCE OF 109.98 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 72°27'31" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°15'34" EAST, A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST, A DISTANCE OF 69.88 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 46°34'59" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 443.72 FEET AND A CENTRAL ANGLE OF 4°34'37", A DISTANCE OF 35.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°59'38" EAST, A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST, A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

LESS A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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GENERAL NOTES

1. PROPOSED DEVELOPMENT SHALL ADHERE TO THE STANDARDS SPECIFIED IN THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 119 AND 125.
2. THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA IN COORDINATION AND COMPLIANCE WITH EXISTING INGRESS/EGRESS EASEMENTS WITH ADJACENT PROPERTY OWNERS.
3. AIR CONDITIONING AND OTHER EQUIPMENT LOCATED ON THE ROOF SHALL BE SCREENED AND CANNOT BE VISIBLE FROM AN ELEVATION THAT IS HORIZONTAL TO THE LOCATION OF THE ROOF EQUIPMENT.

CONSULTANTS

CIVIL ENGINEER:
BOWMAN
301 SE OCEAN BOULEVARD, SUITE 301
STUART, FL 34994
(772) 283-1413
OCTAVIO "OATS" REIS

SURVEYOR:
BOWMAN
301 SE OCEAN BOULEVARD, SUITE 301
STUART, FL 34994
(772) 283-1413
RICHARD BARNES, P.S.M.

LANDSCAPE ARCHITECT:
HJA DESIGN STUDIO
50 E OCEAN BOULEVARD SUITE 101
STUART, FL 34994
(772) 678-7200
ERIKA BEITLER

GEOTECHNICAL ENGINEER:
ANDERSON ANDRE CONSULTING ENGINEERS, INC.
834 SW SWAN AVENUE
PORT ST. LUCIE, FL 34983
(772) 807-9191
PETER ANDERSON, P.E.

OWNER/APPLICANT:
ST. LUCIE KINGS, LLC
101 PUGLIESES WAY, SUITE 200
DELRAY BEACH, FL 33444
(561) 454-1642
DAMIAN BRINK

TYPICAL PAVER BLOCK ENTRANCE DETAIL

GRAPHIC SCALE
0 30 60
1" = 30'

NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

FINAL DESIGN (FOR REVIEW)

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING GROUP, LTD. SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING GROUP, LTD.

Cad file name: P:\010894 – Pugliese\010894-01-001 (ENG) – Self Storage Ft Pierce\Engineering\CAD_Plans (dwg)\PLANS\010894-HCP.dwg 03/12/25

Bowman

PROFESSIONAL SURVEYORS AND MAPPERS: CERTIFICATE NO. LB. 8030
BOARD OF PROFESSIONAL ENGINEERS: CERTIFICATE OF AUTHORIZATION NO. 30462

Bowman Consulting Group, Ltd., Inc.
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Stuart, Florida 34994
Phone: (772) 283-1413
Fax: (772) 220-7861
www.bowman.com
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4600 FLEX SPACE

SITE PLAN

FORT PIERCE FLORIDA

PROJECT NO
010894-01-001

OCTAVIO "OATS" REIS
LICENSE NO. 42503

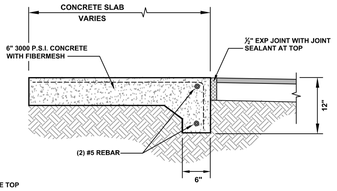
PLAN STATUS

DATE	DESCRIPTION

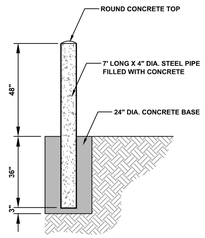
BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 30'
JOB No. 010894
DATE March 2025
FILE No. 010894-HCP

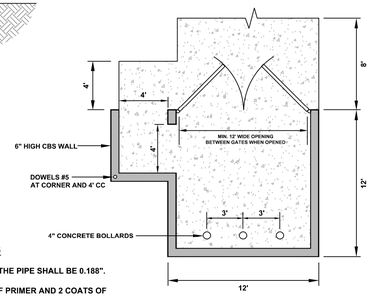
SHEET SP1



FOOTER FOUNDATION



BOLLARD



GENERAL CONSTRUCTION NOTES

- THE MINIMUM WALL THICKNESS OF THE PIPE SHALL BE 0.188".
- ALL POSTS SHALL HAVE 2 COATS OF PRIMER AND 2 COATS OF YELLOW TOP COAT, UNLESS OTHERWISE NOTED.
- THE PRIMER COAT SHALL MEET THE REQUIREMENTS OF FDOT 971-5.
- ALL CONCRETE SHALL BE FDOT CLASS 1.

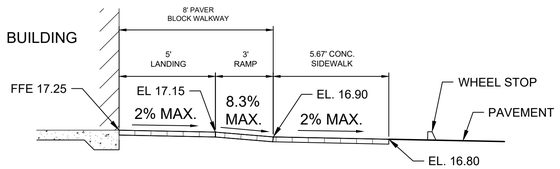
D:\Engineering CADD Files\Drawings\References\City Details\City Details 2018\200 Dumpster Enclosure Detail.dwg

CITY OF FORT PIERCE UTILITIES AUTHORITY ENGINEERING DEPARTMENT

DUMPSTER ENCLOSURE DETAIL

DATE:	MAY 2022
SCALE:	N.T.S.
DRAWN:	D.SUMNER

SHEET —



TYPICAL PAVER BLOCK ENTRANCE DETAIL

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
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NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

FINAL DESIGN (FOR REVIEW)

Bowman

PROFESSIONAL SURVEYORS AND MAPPERS: CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS: CERTIFICATE OF AUTHORIZATION NO. 30462

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Stuart, Florida 34994
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Fax: (772) 220-7861
www.bowman.com
© Bowman Consulting Group, Ltd.

4600 FLEX SPACE

SITE PLAN

FORT PIERCE FLORIDA

PROJECT NO
010894-01-001

OCTAVIO "OATS" REIS
LICENSE NO. 42503

PLAN STATUS	
DATE	DESCRIPTION

BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 30'
JOB No. 010894
DATE March 2025
FILE No. 010894-HCP
SHEET SP2

Cad file name: P:\010894 – Pugliese\010894-01-001 (ENG) – Self Storage Ft Pierce\Engineering\CAD_Plans (dwg)\PLANS\010894-HCP.dwg 03/12/25

Landscape Data

Landscape Strip Adjacent to Public R.O.W

Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (300) square feet of required landscaped area.

Portofino Landings (West) : 315 LF x 10 = 3,150 sf

Trees Required: (3,150 sf / 300) = 11 Trees
Trees Provided: = 11 Trees
(9 Trees + 6 Palms (3:1))

Okeechobee Road (South): 282 LF x 10 = 2,820 sf

Trees Required: (2,820 sf / 300) = 9 Trees
Trees Provided: = 15 Trees

Landscape Strip Adjacent to Other Property

Vehicular use, building, retention/detention areas adjacent to other property
Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (200) square feet of required landscaped area.
Fence/Vegetated screening required where VUA abuts residentially zoned property.

Portofino Landings (North) : 678 LF x 10 = 6,780 sf

Trees Required: (6,780 sf / 300) = 23 Trees
Trees Provided: = 29 Trees
(23 Trees + 18 Palms (3:1))

Five Mile Creek (East) : 250 LF x 10 = 2,500 sf

Trees Required: (2,500 sf / 300) = 8 Trees
Trees Provided: = 8 Trees

Sea Lion Real Estate (West) : 221 LF x 10 = 2,210 sf

Trees Required: (2,210 sf / 300) = 7 Trees
Trees Provided: = 9 Trees (Existing)

Interior Vehicular Use Areas

Vehicular use areas that are four thousand (4,000) or more square feet in size shall have at least one square foot of interior landscaping for each fifteen (15) square feet of vehicular use area. One tree for each one hundred (100) square feet of required landscaped area. Each separate landscaped area shall be curbed and contain a minimum of one hundred (100) square feet of area and shall be at least ten (10) feet wide and ten (10) feet deep exclusive of curbing in all locations.

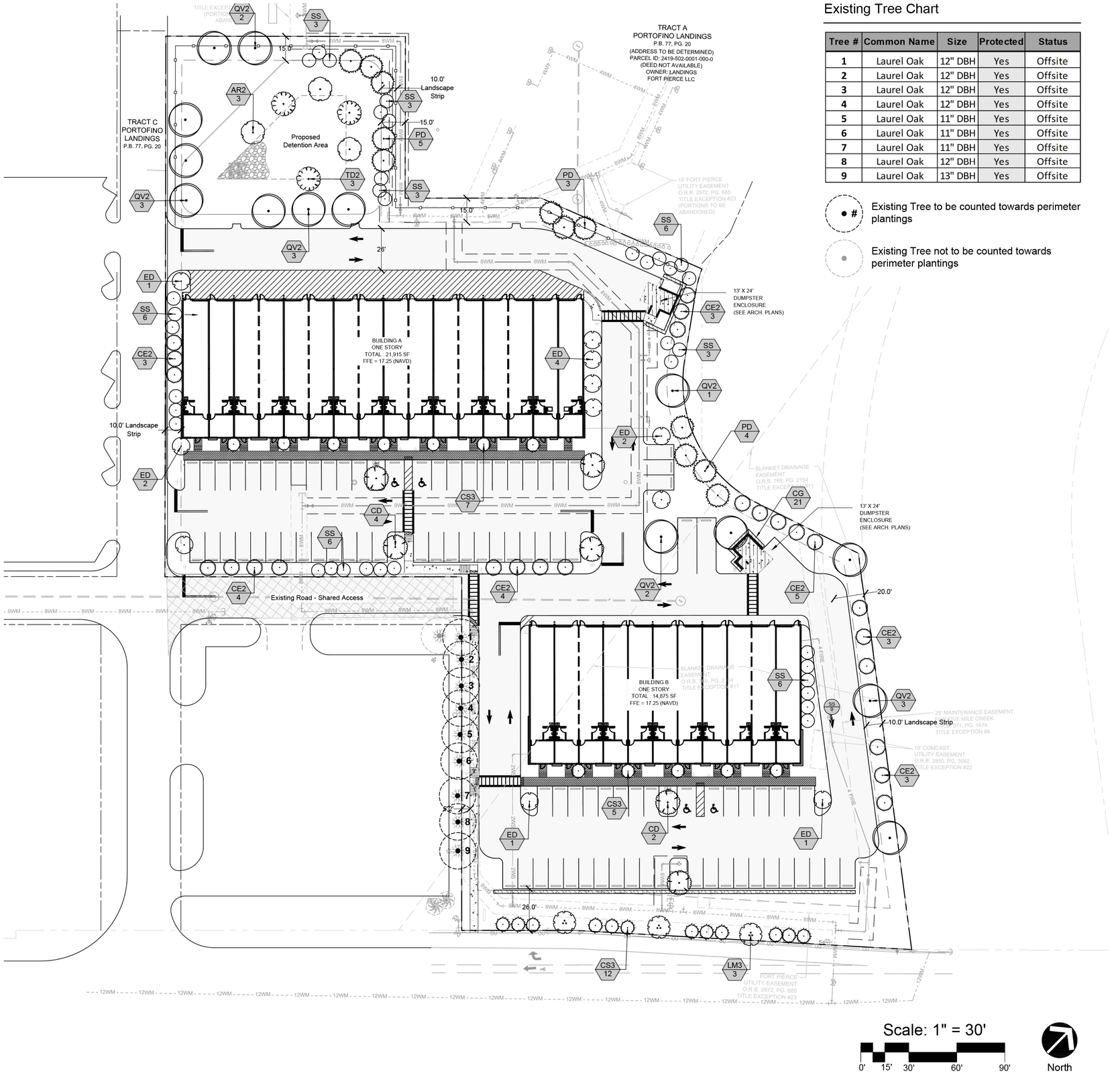
Vehicular Use Area: 64,852 sf

Landscape Area Required: (64,852 sf / 15 sf) = 4,323 sf
Landscape Area Provided: = 16,890 sf

Trees Required: (4,323 SF / 100) = 43 Trees
Trees Provided: = 45 Trees
(41 Trees + 12 Palms (3:1))

Fort Pierce Landscape Notes

1. Plant materials shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2.", State of Florida, Department of Agriculture, Tallahassee.
2. All trees required by this article (excluding palms that are exempt from the grades and standards) shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection.
3. Grass sod shall be clean and free of weeds, pests and diseases.
4. Planting soil for all landscaped areas shall consist of existing soil mixed with fifty (50) per cent recycled top soil. Such planting soil shall be generally indigenous to the locale, free of debris, roots, clay, stones, plants or other foreign materials. The planting soil shall extend to an appropriate depth so as to eliminate any hindrance to planting operations or detriment to good plant growth. Compliance with these soil requirements shall be verified as part of the final inspection.
5. Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf, or three (3) inches of bulk organic mulch or other suitable material which permits percolation and is approved by the department.
6. Do not place any soil or mulch over the root ball. If stakes or guide wires are used to support a tree, the wire must be covered with protective material where it is in contact with the tree and the stakes or guide wires must be removed after one year.
7. All landscaping must be protected from vehicular and pedestrian traffic by the installation of curbing, wheel stops or other protective devices along the perimeter of any landscaping which adjoins vehicular use areas or sidewalks. These protected devices shall have a minimum height of six (6) inches above grade.
8. No parking, display of vehicles or outside storage or display of merchandise is permitted in or over any required landscape area, nor are vehicles permitted to overhang any required landscaped area
9. To minimize traffic hazards at street or driveway intersections, all landscaping installations must provide unobstructed views.
10. Any irrigation system placed on city right-of-way will be the responsibility of the property owner who shall relocate, replace or repair the system as appropriate in the event it is damaged due to permitted construction in the right-of-way
11. Prior to issuance of certificate of occupancy, final landscape installation shall be certified as complete and in conformance to the approved landscape plan by submission of a certification letter by a landscape architect.
12. Property owners shall maintain all required landscaping so that it continues to present a healthy, neat and orderly appearance free of refuse and debris.
13. Vegetation required shall be replaced with equivalent vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same number of living trees.
14. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices so as to assure that the landscaping continues to maintain a healthy, neat and orderly appearance.
15. No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit
16. Removal, trimming, pruning or alteration of any tree or vegetation in an existing utility easement or public right-of-way, provided such work is done by or under the control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within the easement
17. This plan has been designed to meet the tree planting requirements contained within the FPL document entitled "Plant the Right Tree in the Right Place". For existing or proposed utilities, no tree shall be planted where it could, at a mature height conflict with overhead power lines.
    A. Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
    B. Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
    C. No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
    D. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.



Existing Tree Chart

Tree #	Common Name	Size	Protected	Status
1	Laurel Oak	12" DBH	Yes	Offsite
2	Laurel Oak	12" DBH	Yes	Offsite
3	Laurel Oak	12" DBH	Yes	Offsite
4	Laurel Oak	12" DBH	Yes	Offsite
5	Laurel Oak	11" DBH	Yes	Offsite
6	Laurel Oak	11" DBH	Yes	Offsite
7	Laurel Oak	11" DBH	Yes	Offsite
8	Laurel Oak	12" DBH	Yes	Offsite
9	Laurel Oak	13" DBH	Yes	Offsite

● # Existing Tree to be counted towards perimeter plantings

● Existing Tree not to be counted towards perimeter plantings

Scale: 1" = 30'
0' 15' 30' 60' 90'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

4600 Okeechobee Road
City of Fort Pierce Florida
Landscape Plan

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REGISTERED LANDSCAPE ARCHITECT
CRAIG MICHAEL HOUSTON
LA0000905
STATE OF FLORIDA

Job No.	2022-07
Drawn By	EB
Checked By	MH
Approved By	MH
Submittal Dates	02-01-23
Revision Dates	10-30-24
	02-20-25

LP-1

Landscape Notes / Specifications

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL THE REQUIREMENTS STATED UNDER DIVISION 1 - GENERAL REQUIREMENTS AND CONDITIONS AS WELL AS THE SPECIFIC CRITERIA OUTLINED HEREIN AND ON THE LANDSCAPE DRAWINGS INCLUDING ADDENDA AS MAY BE ISSUED BY THE OWNER.

2. THE SCOPE OF WORK FOR THE LANDSCAPE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE THE PROVISION OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ALL TASKS ASSOCIATED WITH THE LANDSCAPE AND IRRIGATION INSTALLATION AS SHOWN ON THE DRAWINGS OR NOTED HEREIN. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE GENERAL CONTRACTOR REASONABLE ACCESS TO POWER AND POTABLE WATER SOURCES AS REQUIRED.

3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING ALL WORK (INCLUDING DELIVERY, STORAGE AND DISPOSAL OF THEIR MATERIALS) IS PERFORMED IN COMPLIANCE WITH APPLICABLE JURISDICTIONAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE WORK.

4. THE LANDSCAPE CONTRACTOR SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE LANDSCAPE ARCHITECT AND SUPERVISE THE WORK AT ALL TIMES THROUGH FINAL OWNER ACCEPTANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PROJECT MANAGER HAS A COMPLETE, CURRENT SET OF DOCUMENTS ON-SITE AT ALL TIMES.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH EXISTING SITE CONDITIONS AND NOTIFYING THE OWNER IN WRITING OF ANY CONCERNS PRIOR TO COMMENCEMENT OF WORK. THIS EVALUATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, VERIFICATION OF SURFACE AND SUBSURFACE UTILITIES, GRADES, DIMENSIONS AND SOIL CONDITIONS.

6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH PROJECT PLANS AND SCOPES OF WORK RELATED TO ASSOCIATED TRADES TO BE PERFORMED BY OTHERS IN ORDER TO IDENTIFY KEY COORDINATION ITEMS INCLUDING, BUT NOT LIMITED TO, SITE ACCESS, MATERIAL STORAGE, SCHEDULING AND SEQUENCING OF WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL SITE ISSUES WITH THE GENERAL CONTRACTOR.

7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT WORK, MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO THEIR ACTIVITIES. THE LANDSCAPE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESULT OF THE EXECUTION OF THEIR WORK.

8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE AREA, MATERIALS AND EQUIPMENT WITHIN THE LIMITS OF WORK IN A SAFE, NEAT AND ORDERLY MANNER. EXCESS MATERIALS AND DEBRIS ARE TO BE REMOVED FROM THE WORK AREA NO LESS THAN WEEKLY OR AS DIRECTED BY THE GENERAL CONTRACTOR.

9. THE LANDSCAPE CONTRACTOR MUST TAKE PRECAUTIONS TO PROTECT ALL EXISTING SITE ROADS PARKING LOTS, CURBS AND UTILITIES FROM DAMAGE. THIS APPLIES NOT ONLY TO THE AREA WITHIN THE LIMITS OF WORK BUT ALSO ALONG ANY LOCAL ACCESS ROADS.

10. THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZE LOCAL PRACTICES.

11. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES (SILT FENCE, ORANGE GEO FENCE AND/OR OTHER MEASURES) ARE INSTALLED PRIOR TO BEGINNING EXCAVATION.

12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PLANT MATERIALS AND THE PLANTING AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER.

13. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE AGRONOMIC EVALUATION OF SOIL CHARACTERISTICS. EVALUATION MUST INCLUDE CHEMICAL ANALYSIS BY A QUALIFIED AGRICULTURAL SOILS TESTING LABORATORY (CERTIFIED IN THE STATE OF FLORIDA). SOILS SAMPLE SHOULD BE TAKEN IMMEDIATELY FOLLOWING COMPLETION OF ROUGH GRADING ACTIVITIES AND SHOULD BE COLLECTED AT A RATE ON ONE SAMPLE FOR EACH 5,000 SQUARE FEET OF IMPACTED AREA, OR A TOTAL OF SIX, WHICHEVER IS GREATER. AT A MINIMUM THE CHEMICAL ANALYSIS OF THE SOIL SHOULD CONSIDER THE FOLLOWING:

- A. PERCENTAGE OF ORGANIC MATTER
- B. SALINITY
- C. PH
- D. LIME CONTENT
- E. MINERAL NUTRIENTS INCLUDING CONCENTRATIONS OF NITROGEN, PHOSPHOROUS, POTASSIUM, CALCIUM, MAGNESIUM, IRON, ZINC, MANGANESE, COPPER, SULFUR, AND MOLYBDENUM.
- F. POTENTIAL HAZARDS OR IMPEDIMENTS FOR PLANT GROWTH INCLUDING SALINITY, SODIUM CHLORIDE, BORON, IMPAIRED SOIL STRUCTURE OR DRAINAGE.
- F. SAND FRACTION ANALYSIS AS A PERCENTAGE PASSING THROUGH 1', ¼ , AND NO. 200 SIEVES
- H. PERCOLATION RATE IN INCHES PER HOUR.

THE ANALYSIS SHOULD ALSO INCLUDE SPECIFIC RECOMMENDATIONS TO THE OWNER FOR ANY AMENDMENTS AND BACKFILL MIXES FOR OPTIMAL PLANT GROWTH TO BE MADE TO THE SOILS PRIOR TO PLANTING. THE CONTRACTOR SHOULD INCLUDE THE COST FOR SOIL AMENDMENTS. THE CONTRACTOR IS TO PROVIDE THE OWNER WITH COPIES OF ALL SOIL TESTING RESULTS. SUBMITTAL DOCUMENTATION MUST ALSO CONTAIN A GRAPHIC SITE PLAN DEPICTING LOCATIONS FROM WHICH EACH SAMPLE WAS DRAWN.

14. THE LANDSCAPE CONTRACTORS BASE BID FOR SOIL PREPARATION IS TO INCLUDE THE FOLLOWING WITH THE UNDERSTANDING THAT MIX DESIGN MAY NEED TO BE ADJUSTED BASED ON OUTCOME OF AGRONOMIC TESTING.

- A. TREES: 100% SITE SOIL WITH 5LB. TRIPLE SUPER PHOSPHATE PER CU. YD.
- B. SHRUBS: 100% SITE SOIL WITH OSMOCOTE CONTROLLER RELEASE FERTILIZER (14-14-14) PER MANUFACTURER'S RECOMMENDATION.
- C. THE SOILS TEST RESULTS TAKE PRECEDENCE OVER THE ITEMS NOTED IN A AND B ABOVE.

15. SHOULD OWNER AND LANDSCAPE CONTRACTOR AGREE WITH THE RECOMMENDATION OF THE TESTING AGENCY TO FURTHER AMEND THE SOILS THE CONTRACTOR'S CONTRACT WILL BE ADJUSTED ACCORDINGLY. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT SAMPLES OF AMENDED SOILS TO BE RE-TESTED TO CONFIRM COMPLIANCE WITH RECOMMENDATIONS FOLLOWING THE SAME PROCEDURES AS THE ORIGINAL TESTS.

16. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF EACH PLANT MATERIAL REQUIRED TO ADEQUATELY COVER THE AREA SHOWN ON THE LANDSCAPE PLANS AT THE PRESCRIBED SPACING AND NOTIFYING THE OWNER IMMEDIATELY OF ANY PERCEIVED DISCREPANCIES FOR RESOLUTION. THE PLANT SPACING CONTROLS BED LAYOUT, NOT THE PLAN QUANTITY FOR THAT PARTICULAR BED.

FINE GRADING NOTES

1. FINISHED GRADE IN PLANTING AREAS SHALL BE HELD 3" BELOW THE FINISHED ELEVATIONS SHOWN FOR ALL ADJACENT HARDSCAPE SURFACES.

2. ALL FILL REQUIRED SHALL BE CLEAN, WELL DRAINING SOIL. FILL SHALL BE CLEAN AND FREE OF ALL MATERIAL HARMFUL TO PLANT GROWTH AND DELETERIOUS MATERIAL SUCH AS ROCKS (LARGER THAN 2" DIA.), COMPACTED CLAY, ROADBED OR SURFACING MATERIAL, MUCK, ROOTS AND BRANCHES. ETC.

3. THE LANDSCAPE CONTRACTOR IS TO ENSURE THAT THEIR WORK DOES NOT ADVERSELY IMPACT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

INSTALLATION NOTES

1. PLANT AND LANDSCAPE MATERIALS SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1, AS GIVEN IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, AS PREPARED BY THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.
2. A 3" THICK LAYER OF ORGANIC NON-CYPRESS MULCH SHALL BE APPLIED TO ALL LANDSCAPE AND PLANTING AREAS.
3. ALL EXOTIC VEGETATION TO BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
4. THIS PLAN HAS BEEN DESIGNED TO MEET WITH THE TREE PLANTING REQUIREMENTS CONTAINED WITHIN THE FPL DOCUMENT ENTITLED "PLANT THE RIGHT TREE IN THE RIGHT PLACE."
5. FOR EXISTING OR PROPOSED UTILITIES, NO TREE SHALL BE PLANTED WHERE IT COULD, AT MATURE HEIGHT, CONFLICT WITH OVERHEAD POWER LINES. LARGE TREES [HEIGHT AT MATURITY OF MORE THAN THIRTY (30) FEET] SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF THIRTY (30) FEET FROM THE NEAREST OVERHEAD POWER LINE. MEDIUM HEIGHT TREE [HEIGHT AT MATURITY BETWEEN TWENTY (20) AND THIRTY (30) FEET] SHALL BE OFFSET AT LEAST TWENTY (20) FEET AND SMALL TREES [HEIGHT AT MATURITY OF LESS THAN (20) FEET] REQUIRE NO OFFSET.
6. NO TREE, SHRUBS, HEDGES OR VINES SHALL BE PLANTED WITHIN FIVE (5) FEET OF ANY EXISTING OR PROPOSED UTILITY POLE, GUY WIRE OR-PAD MOUNTED TRANSFORMER. PALMS SHOULD BE PLANTED AT A DISTANCE E UAL TO OR GREATER THAN THE AVERAGE FRONT LENGTH PLUS TWO (2) FEET FROM POWER LINES.
7. WETLAND BUFFERS, BUFFER PROTECTION AREAS, AND UPLAND PRESERVE AREAS SHALL BE PROTECTED FROM EXCAVATION, CONSTRUCTION, AND OTHER BUILDING MAINTENANCE ACTIVITIES.
8. TREES TO REMAIN DURING CONSTRUCTION SHALL BE PROTECTED AND BARRICADED. SEE TREE PROTECTION NOTE.
9. FERTILIZER SHALL BE COMPLETE WITH APPROXIMATELY THE FOLLOWING RATIO: 3N-1P-3K (+1MG FOR PALMS ONLY)
10. TREES AND PALMS ARE TO BE PLANTED IN ACCORDANCE TO LANDSCAPE PLAN. GOOD HORTICULTURAL PRACTICES MUST BE OBSERVED.
11. TREES AND PALMS ARE TO BE PLANTED IN THE RIGHT-OF-WAY (ROW) AT A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB AT LOCATIONS IDENTIFIED ON THE LANDSCAPE PLAN. AWARDED BIDDER SHALL STAKE AND/OR PAINT PLANTING LOCATIONS IN THE FIELD. UPON APPROVAL BY THE CUSTOMER, THESE AREAS SHALL BE SPRAYED WITH AN APPROVED HERBICIDE AND MAINTAINED WEED-FREE FOR THE DURATION OF THE PROJECT.
12. EXCAVATE PLANTING HOLES WITH VERTICAL SIDES. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES. MAKE EXCAVATIONS TWICE AS WIDE AS THE ROOT BALL DIAMETER AND SLIGHTLY LESS (TWO INCHES) THAN THE DISTANCE BETWEEN THE TOP-MOST ROOT IN THE ROOT BALL AND THE BOTTOM OF THE ROOT BALL. ALTERNATIVELY, EXCAVATE THE HOLE SLIGHTLY WIDER THAN THE ROOT BALL AND PLACE THE ROOT BALL IN THE HOLE SO THE TOP-MOST ROOT IS EVEN WITH OR SLIGHTLY (2 INCHES) HIGHER THAN THE SURROUNDING LANDSCAPE GRADE. THEN, LOOSEN THE SURROUNDING SOIL OUT TO A DIAMETER EQUAL TO TWICE THE DIAMETER OF THE ROOT BALL. FINALLY, PUSH THE LOOSENED SOIL TOWARD THE ROOT BALL TO FILL THE HOLE.

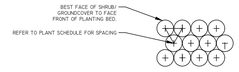
    IF WATER FILLS THE BOTTOM OF THE PLANTING HOLE, ADD SOIL TO THE BOTTOM OF THE HOLE UNTIL THE WATER IS COVERED. PACK THIS ADDED SOIL FIRMLY. PLACE THE ROOT BALL ON THIS PACKED, SOLID SOIL, NOT IN WATER. NO PART OF THE ROOT BALL SHALL BE PLACED IN WATER. IF NECESSARY, BRING IN SOIL SIMILAR TO SITE SOIL TO COVER THE SIDES OF THE ROOT BALL, CREATING A RAISED MOUND. THE BASE OF THE MOUND (I.E. THE OUTER DIAMETER) CREATED SHALL BE AT LEAST SIX TIMES THE DIAMETER OF THE ROOT BALL.

    WHEN PLANTING ON A SLOPE, THE TOP-MOST MAIN ROOT IN THE ROOT BALL SHALL BE EVEN WITH THE GRADE ON THE UPHILL SIDE OF THE TREE. SITE SOIL WILL NEED TO BE ADDED ON THE DOWNHILL SIDE TO COVER THE SIDES OF THE ROOT BALL AND TO CONSTRUCT THE SOIL BERM TO HOLD WATER. THE AMOUNT OF SOIL ADDED ON THE DOWNHILL SIDE WILL DEPEND ON THE SLOPE AND SIZE OF THE ROOT BALL.
13. REMOVE ALL WOOD, PLASTIC, OR GRO-BAGS FROM THE ROOT BALL. SET PLANTS IN CENTER OF HOLES WITH THE TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISHED LANDSCAPE GRADES AND PLUMB THE TREE SO THE TRUNK IS VERTICAL. BACKFILL FIELD SOIL AROUND SIDES OF ROOT MASS AND WORK EACH LAYER TO SETTLE AND ELIMINATE VOIDS AND AIR POCKETS. MATERIAL MUST BE WATERED IN AS PLANTED. PROVIDE APPROXIMATELY 5 GALLONS OF WATER PER INCH OF TRUNK CALIPER TO THE ROOT BALL ONCE ALL BACKFILL IS FILLED IN AROUND THE ROOT BALL.
14. PROVIDE A 2-3" HIGH SOIL BERM AROUND THE EDGE OF ROOT BALL TO FORM A SHALLOW SAUCER TO COLLECT WATER. THE WATERING SAUCER, REGARDLESS OF HOLE SIZE, IS TO BE AT EDGE OF ROOT BALL. ALTERNATIVELY, COBRA EDGING IS TO BE INSTALLED AT THE EDGE OF THE ROOT BALL.
15. BROADCAST OVER THE ROOT BALL AND BACKFILL SOIL, AT THE RECOMMENDED RATE, A BROAD-SPECTRUM PRE-EMERGENT HERBICIDE PRIOR TO MULCHING.
16. APPLY A CONTROLLED-RELEASE FERTILIZER TO THE SOIL SURFACE UNDER THE MULCH AT 1LB. NITROGEN PER 1000 FT2, PRIOR TO MULCHING. NO OTHER AMENDMENTS ARE NECESSARY.
17. ON TREES UP TO 4" CALIPER, APPLY A THREE (3) -INCH LAYER OF MULCH TO AN EIGHT (8) -FOOT DIAMETER CIRCULAR AREA AROUND THE TRUNK. ON LARGER CALIPER TREES, APPLY A TWO (2) -FOOT DIAMETER MULCH AREA FOR EACH INCH OF TRUNK CALIPER. NO MULCH SHALL BE APPLIED TO THE INNER HALF OF THE ROOT BALL SURFACE.
18. TREES AND PALMS ARE TO BE SECURED BY AWARDED BIDDER AS SHOWN IN EXHIBITS A-C, (NOTE: STAKING IS OPTIONAL FOR MORE PROTECTED LOCATIONS).
19. A REPRESENTATIVE WILL INSPECT TREES AND PALMS DURING INSTALLATION. MATERIAL THAT IS IN SHOCK OR HAS BEEN DAMAGED DURING INSTALLATION SHALL BE REPLACED BY AWARDED BIDDER WITHIN FIVE (5) WORKING DAYS FROM NOTIFICATION.
20. REMOVE FROM WORK SITE ALL EXCESS MATERIALS (E.G., SOIL, DEBRIS AND EQUIPMENT) DAILY THROUGH DURATION OF PROJECT. DAMAGES RESULTING FROM INSTALLATION SHALL BE REPAIRED BY AWARDED BIDDER.
21. PRUNING: IF THERE IS A DOUBLE LEADER IN THE TOP HALF OF THE TREE, SHORTEN ONE, BY ABOUT ONE-HALF, BACK TO A LIVE BRANCH THAT POINTS AWAY FROM THE TREE AND IS AT LEAST ONE-THIRD THE DIAMETER OF THE CUT LEADER. REMOVE BROKEN PORTIONS OF DAMAGED BRANCHES BACK TO A LIVE LATERAL BRANCH.
22. REMOVE ALL STRING OR WIRE WRAPPED AROUND THE TRUNK. REMOVE ALL STRAPS, ROPE AND STRING USED TO LIFT THE ROOT BALL. REMOVE ALL BURLAP AND WIRE FROM THE TOP OF THE ROOT BALL.

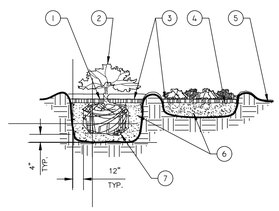
ACCEPTANCE NOTES

1. INSPECTION TO DETERMINE ACCEPTANCE OF PLANTED AREAS WILL BE MADE BY THE CUSTOMER REPRESENTATIVE UPON AWARDED BIDDER'S REQUEST. PROVIDE NOTIFICATION A MINIMUM OF FIVE (5) WORKING DAYS BEFORE REQUESTED INSPECTION DATE.

    PLANTED AREAS WILL BE ACCEPTED PROVIDED ALL REQUIREMENTS, INCLUDING MAINTENANCE, HAVE BEEN SATISFIED AND PLANT MATERIALS ARE IN A HEALTHY, VIGOROUS CONDITION.
2. THE CUSTOMER REPRESENTATIVE WILL PREPARE A "PUNCH LIST" OF THOSE ITEMS, WHICH MUST BE CORRECTED BEFORE RE-INSPECTION FOR FINAL ACCEPTANCE. THE REPRESENTATIVE WILL DETERMINE AN APPROPRIATE TIME PERIOD FOR CORRECTIONS. AWARDED BIDDER MUST REQUEST RE-INSPECTION TWO (2) WORKING DAYS IN ADVANCE.



PLAN

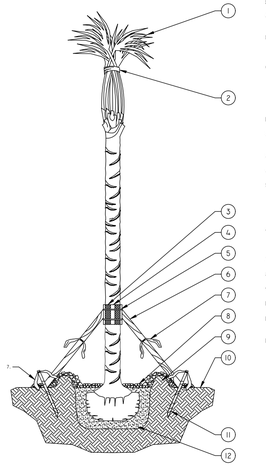


SECTION

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.

SHRUB/GROUNDCOVER PLANTING

N.T.S.



PALM TREE PLANTING

N.T.S.

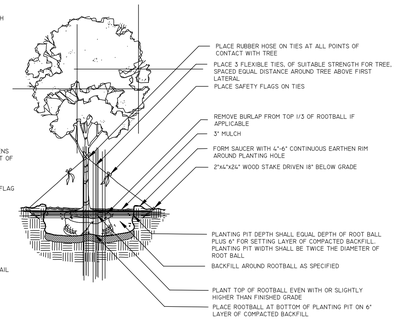
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

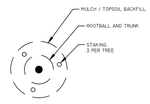
C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

1. MINIMUM OF NINE (9) GOOD PALM FRONDS
2. PRUNE AND TIE FRONDS WITH HEMP TWINE. CABBAGE PALMS TO BE "HURRICANE CUT"
3. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
4. FIVE 2" X 4" X 18" WOOD BATTENS.
5. SECURE BATTENS WITH 2-3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
6. ATTACH 3-2" X 4" X 8' (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. FLAG AT MIDPOINT AND AT BASE.
7. PROVIDE FLAGGING
8. 3" MULCH
9. BERM SOIL TO HOLD WATER
10. FINISH GRADE
11. 2" X 4" X 24" (MIN.) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES
12. PREPARED PLANTING SOIL MIX AS SPECIFIED. COMPACT BENEATH ROOT BALL.

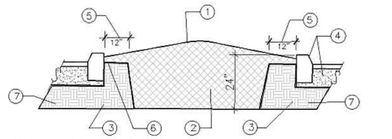


TREE PLANTING DETAIL

N.T.S.



PLAN



1. CROWN MEDIANS @ 4:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING SOIL MIX. BOTTOM OF PIT TO BE NATIVE SOIL.
3. PROVIDE CONTINUOUS 'DEEP ROOT'/ ROOT BARRIER. (WHEN SPECIFIED).
4. PROTECT AND RETAIN ALL CURBS AND BASE.
5. PROVIDE 12" DEAD ZONE @ CURB EDGES.
6. PROVIDE 2" FROM TOP OF CURB TO FINISH GRADE TO ALLOW FOR MULCH OR SOD. PROVIDE 4" MINIMUM TOPSOIL ABOVE COMPACTED SUBGRADE FOR SOD (TYP).
7. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).

GENERAL NOTES

A. VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION ACTIVITY.

B. EXCAVATE ENTIRE AREA UNDER ALL SHRUBS/GROUNDCOVER/TREES.

C. ALL MEDIANS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS OR DO NOT MEET LOCAL REQUIREMENTS.

TYPICAL LANDSCAPE MEDIAN

SECTION N.T.S.

TREE SCHEDULE

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE
TREES					
	AR2	3	Florida Flame Red Maple / Acer rubrum `Florida Flame`	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	CD	6	Pigeon Plum / Coccoloba diversifolia	12` HT. x 6` Spr. Min,	Yes
	CE2	25	Green Buttonwood / Conocarpus erectus	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	CS3	24	Silver Buttonwood / Conocarpus erectus sericeus	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	ED	11	Japanese Blueberry Tree / Elaeocarpus decipiens TM	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	No
	LM3	3	Lavender Crape Myrtle / Lagerstroemia x `Muskogee`	2.5" DBH, 12` Ht. x 5` Spr. Min., Multi-trunk, 5` ct.	No
	PD	12	Slash Pine / Pinus elliottii densa	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	QV2	14	Southern Live Oak / Quercus virginiana	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	TD2	3	Bald Cypress / Taxodium distichum	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
PALMS					
	SS	36	Cabbage Palmetto / Sabal palmetto	30% @ 12` ct., 35% @ 15` ct., 35% @ 18` ct., Stagger Hts. within groups	Yes

SHRUB SCHEDULE

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	SPACING
SHRUB AREAS				
CG	52	Small Leaf Clusia / Clusia guttifera	3 gal., 24" Ht. min., Full	24" o.c.
VS	118	Sandankwa Viburnum / Viburnum suspensum	3 gal., 24" Ht. min., Full	24" o.c.

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Landscape Specifications

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REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUSTON LA0000905 STATE OF FLORIDA

Job No.	2022-07
Drawn By	EB
Checked By	MH
Approved By	MH
Submittal Dates	02-01-23
Revision Dates	10-30-24
	02-20-25

LP-2

LANDSCAPE MAINTENANCE AGREEMENT

Parcel Number(s):

Project Name:

Project Address:

THIS agreement ("Agreement"), made this _____ by and between _____, hereinafter referred to as the "ST. LUCIE KINGS, LLC" of the following property and the City of Fort Pierce, hereinafter referred to as the "Agency." "Owner" shall mean the person of entity that holds fee simple title to the Property (as such term is defined below) from time to time.

WHEREAS, ST. LUCIE KINGS, LLC is the owner of the following real property ("Property"), described in the attached Exhibit "A" (Legal Description and Location Map) and is vested with full authority to execute deeds, mortgages, and other covenants, such as this Agreement, and does hereby covenant with the Agency and agree as follows:

1. The Owner shall provide for adequate long-term maintenance of all landscape facilities and landscaping located on the Property and shown in the drawing attached hereto as Exhibit "B" ("Landscape Plans"). The Owner shall ensure that all approved landscaping per the Landscape Plan is installed, irrigated, and maintained in accordance with approved design standards, rules and regulations and applicable laws. The Owner shall perform all landscape maintenance activities at the Property in perpetuity in accordance with section 123-7 of the City Code of Ordinances ("Applicable Code"), in order that it continues to present a healthy, neat, and orderly appearance to the public free of refuse and debris, in conformity with the following requirements:
    a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in the Applicable Code.
    b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

2. If, upon inspection, the Agency finds that the Owner has failed to perform the preventative maintenance activities at the Property in accordance with the Applicable Code, the Agency may order the work performed within 30 days by written notice sent to the Owner's mailing address at 101 Pugliese's Way, 2nd Floor, Delray Beach, FL 33444, which may be changed by providing written notice of such change to the Agency. In the event the work is not performed within the specified time, the Owner agrees to allow the Agency, upon reasonable notice, to enter the Property to perform the preventative maintenance activities on the landscaping in accordance with the Applicable Code, this Agreement and in a manner so as to minimize interference with the use and enjoyment of the Property by the Owner and its occupants, guests, licensees and invitees. This provision shall not be construed to: (a) allow the Agency to modify existing structures or erect any structure of a permanent nature on the Property without first obtaining written approval of the Owner; (b) to control how the Owner may use the Property so long as the landscaping is being maintained in accordance with the Applicable Code; or (c) to enter upon the Prope1ty without first providing notice to the Owner. Any work performed by the Agency for the benefit of the landscaping on the Property of Owner which disturbs or damages the Property of Owner shall require Agency to repair or replace the Property to the condition it was in prior to the disturbance or damage.

3. The Agency is under no obligation to maintain, or repair said landscaping or landscape facilities, and in no event shall this Agreement be construed to impose any such obligation on the Agency. The Owner shall reimburse the Agency upon demand the reasonable costs incurred by the Agency pursuant to paragraph two (2) above.

4. The Owner shall grant to the Agency or its agent(s) or contractor(s) the right of entry on the Property at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the landscaping or landscaping facilities at the Property, provided the same is undertaken in a manner to minimize interference with the use and enjoyment of the Property by Owner and its occupants, guests, licensees and invitees and otherwise in compliance with this Agreement.

5. If the Owner fails to pay the Agency for the expenses incurred pursuant to paragraph two (2) above, then, after forty-five (45) days following Owner's receipt of Agency's invoice (including all supporting documentation), the Agency may exercise any legal remedies it has to collect said expenses from the Owner, including through appropriate legal action and, in the event Agency is successful in such legal action, the Owner shall be liable for the reasonable expenses of collection, court costs, and attorney fees.

6. The Owner and the Owner's heirs, administrators, executors, assigns and any other successor in interest shall indemnify and hold harmless the Agency and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the Agency from the Owner's failure to perform the landscape maintenance activities of at the Property in accordance with the Applicable Code. In the event a claim is asserted against the Agency, its officers, agents, or employees as a result of such failure, the Agency shall notify the Owner and the Owner shall defend at Owner's expense any suit based on such claim. If any action is brought against the Agency, its officers, agents or employees, as a result of such failure to maintain, the Agency shall not settle any claims without Owner's prior written consent. Owner may defend any such action or may agree to resolve any such claim, in its sole discretion. If a judgment is rendered against Agency as a result of Owner's failure to maintain the landscape in accordance with the Applicable Code then Owner shall pay all costs and expenses in connection therewith. Owner's liability under this Agreement shall not exceed Owner's equity interest in the Property. Nothing herein shall constitute a contractual obligation of the Agency to indemnify, defend or hold harmless in any fashion the Owner from any claims arising from any failure of Owner to carry out its maintenance obligations as required by the Applicable Code.

7. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such a provision or to exercise any right or remedy available. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings relative to such subject matter. This Agreement may not be amended or altered except by a writing signed by all parties to this Agreement at the time of the Agreement or alteration. This Agreement shall be governed by and construed in

accordance with the laws of the State of Florida and the applicable laws of the United States of America. Any action or proceeding under or in connection with this Agreement shall be brought in St. Lucie County, Florida. This Agreement inures, is for the benefit of, and is binding upon each Party's respective predecessors, successors, assigns, affiliates, divisions, subsidiaries, members, partners, insurers, reinsurers, their former, current and future shareholders, directors, officers, trustees, receivers, employees, agents, attorneys, volunteers, representatives, their heirs, executors, administrators, successors and assigns, as well as any persons or entities claiming through one or more of them, any benefit of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Agreement nor the application of such provision to the other persons or circumstances shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law. All signatories hereto hereby warrant, represent and affirm that they have the authority to enter into this Agreement.

This Agreement is signed by the parties' duly authorized representatives as of the day first written above.

Business Name

By: _____
Property Owners Signature

Owners Name:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by physical presence this _____ day of _____ _____ by _____ on behalf of said corporation who is ____ personally known by me or _____ has produced _____ as identification.

[SEAL]

_____
Notary Public Signature
My Commission Expires:

EXHIBIT A

Legal Description & Location Map

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH O1°20'45" EAST, ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA; S.R. 70); THENCE SOUTH 52°29'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,102.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 55°45'47" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST, A DISTANCE OF 73.78 FEET; THENCE NORTH 37°30'14" WEST, A DISTANCE OF 114.06 FEET; THENCE NORTH 37°29'33" WEST, A DISTANCE OF 33.20 FEET; THENCE SOUTH 52°29'33" WEST, A DISTANCE OF 185.54 FEET; THENCE NORTH 37°24'29" WEST, A DISTANCE OF 337.95 FEET; THENCE NORTH 52°35'31" EAST, A DISTANCE OF 149.75 FEET; THENCE SOUTH 37°24'29" EAST, A DISTANCE OF 101.01 FEET; THENCE NORTH 52°26'19" EAST, A DISTANCE OF 84.86 FEET; THENCE NORTH 76°15'19" EAST, A DISTANCE OF 109.98 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 72°27'31" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°15'34" EAST, A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST, A DISTANCE OF 69.88 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 46°34'59" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 443.72 FEET AND A CENTRAL ANGLE OF 04°34'37", A DISTANCE OF 35.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°59'38" EAST, A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST, A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

LESS A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

LOCATION MAP

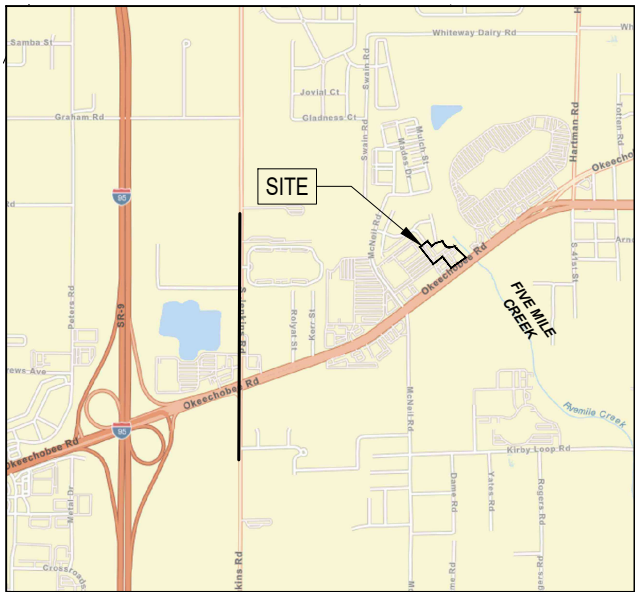


EXHIBIT "B"

Landscape Data

Landscape Strip Adjacent to Public R.O.W

Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (300) square feet of required landscaped area.

Portofino Landings (West) : 315 LF x 10 = 3,150 sf

Trees Required: (3,150 sf / 300) = 11 Trees
Trees Provided: = 11 Trees
(9 Trees + 6 Palms (3:1))

Okeechobee Road (South): 282 LF x 10 = 2,820 sf

Trees Required: (2,820 sf / 300) = 9 Trees
Trees Provided: = 15 Trees

Landscape Strip Adjacent to Other Property

Vehicular use, building, retention/detention areas adjacent to other property
Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (200) square feet of required landscaped area.
Fence/Vegetated screening required where VUA abuts residentially zoned property.

Portofino Landings (North) : 678 LF x 10 = 6,780 sf

Trees Required: (6,780 sf / 300) = 23 Trees
Trees Provided: = 29 Trees
(23 Trees + 18 Palms (3:1))

Five Mile Creek (East) : 250 LF x 10 = 2,500 sf

Trees Required: (2,500 sf / 300) = 8 Trees
Trees Provided: = 8 Trees

Sea Lion Real Estate (West) : 221 LF x 10 = 2,210 sf

Trees Required: (2,210 sf / 300) = 7 Trees
Trees Provided: = 9 Trees (Existing)

Interior Vehicular Use Areas

Vehicular use areas that are four thousand (4,000) or more square feet in size shall have at least one square foot of interior landscaping for each fifteen (15) square feet of vehicular use area. One tree for each one hundred (100) square feet of required landscaped area. Each separate landscaped area shall be curbed and contain a minimum of one hundred (100) square feet of area and shall be at least ten (10) feet wide and ten (10) feet deep exclusive of curbing in all locations.

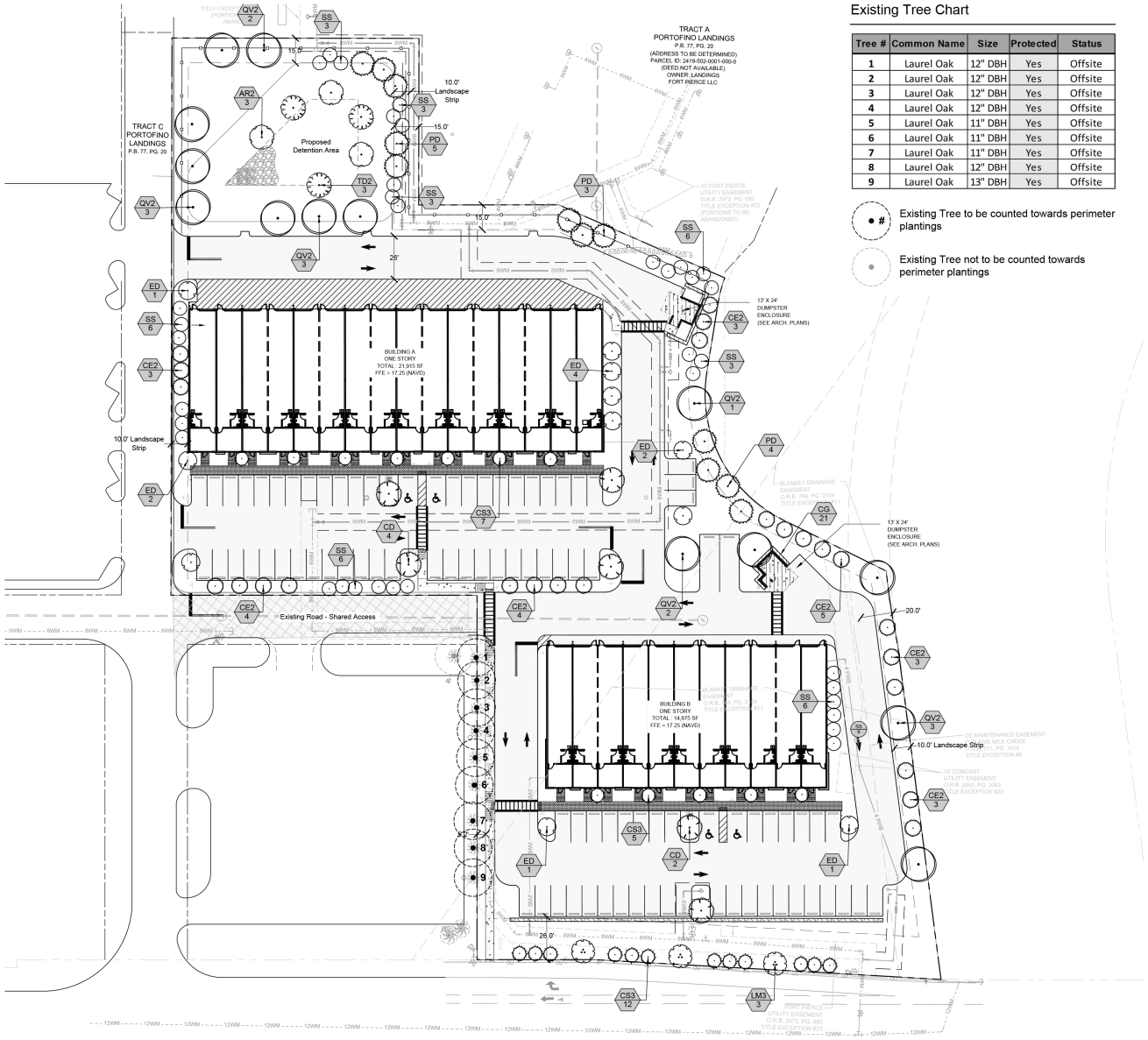
Vehicular Use Area: 64,852 sf

Landscape Area Required: (64,852 sf / 15 sf) = 4,323 sf
Landscape Area Provided: = 16,890 sf

Trees Required: (4,323 SF / 100) = 43 Trees
Trees Provided: = 45 Trees
(41 Trees + 12 Palms (3:1))

Fort Pierce Landscape Notes

1. Plant materials shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2.", State of Florida, Department of Agriculture, Tallahassee.
2. All trees required by this article (excluding palms that are exempt from the grades and standards) shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection.
3. Grass sod shall be clean and free of weeds, pests and diseases.
4. Planting soil for all landscaped areas shall consist of existing soil mixed with fifty (50) per cent recycled top soil. Such planting soil shall be generally indigenous to the locale, free of debris, roots, clay, stones, plants or other foreign materials. The planting soil shall extend to an appropriate depth so as to eliminate any hindrance to planting operations or detriment to good plant growth. Compliance with these soil requirements shall be verified as part of the final inspection.
5. Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf, or three (3) inches of bulk organic mulch or other suitable material which permits percolation and is approved by the department.
6. Do not place any soil or mulch over the root ball. If stakes or guide wires are used to support a tree, the wire must be covered with protective material where it is in contact with the tree and the stakes or guide wires must be removed after one year.
7. All landscaping must be protected from vehicular and pedestrian traffic by the installation of curbing, wheel stops or other protective devices along the perimeter of any landscaping which adjoins vehicular use areas or sidewalks. These protected devices shall have a minimum height of six (6) inches above grade.
8. No parking, display of vehicles or outside storage or display of merchandise is permitted in or over any required landscape area, nor are vehicles permitted to overhang any required landscaped area.
9. To minimize traffic hazards at street or driveway intersections, all landscaping installations must provide unobstructed views.
10. Any irrigation system placed on city right-of-way will be the responsibility of the property owner who shall relocate, replace or repair the system as appropriate in the event it is damaged due to permitted construction in the right-of-way.
11. Prior to issuance of certificate of occupancy, final landscape installation shall be certified as complete and in conformance to the approved landscape plan by submission of a certification letter by a landscape architect.
12. Property owners shall maintain all required landscaping so that it continues to present a healthy, neat and orderly appearance free of refuse and debris.
13. Vegetation required shall be replaced with equivalent vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same number of living trees.
14. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices so as to assure that the landscaping continues to maintain a healthy, neat and orderly appearance.
15. No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit.
16. Removal, trimming, pruning or alteration of any tree or vegetation in an existing utility easement or public right-of-way, provided such work is done by or under the control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within this easement.
17. This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place'. For existing or proposed utilities, no tree shall be planted where it could, at a mature height conflict with overhead power lines.
    A. Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
    B. Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
    C. No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
    D. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.



Scale: 1" = 30'
0' 15' 30' 60' 90'

North

Existing Tree Chart

Tree #	Common Name	Size	Protected	Status
1	Laurel Oak	12" DBH	Yes	Offsite
2	Laurel Oak	12" DBH	Yes	Offsite
3	Laurel Oak	12" DBH	Yes	Offsite
4	Laurel Oak	12" DBH	Yes	Offsite
5	Laurel Oak	11" DBH	Yes	Offsite
6	Laurel Oak	11" DBH	Yes	Offsite
7	Laurel Oak	11" DBH	Yes	Offsite
8	Laurel Oak	12" DBH	Yes	Offsite
9	Laurel Oak	13" DBH	Yes	Offsite

Existing Tree to be counted towards perimeter plantings

Existing Tree not to be counted towards perimeter plantings

HJA DESIGN STUDIO
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LA 0000905

4600 Okeechobee Road
Florida
City of Fort Pierce
Landscape Plan

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REGISTERED LANDSCAPE ARCHITECT
CRAIG MICHAEL HOUSTON
LA0000905
STATE OF FLORIDA

Job No.	2022-07
Drawn By	EB
Checked By	MH
Approved By	MH
Submittal Dates	02-01-23
Revision Dates	10-30-24
	02-20-25

LP-1

Landscape Notes / Specifications

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL THE REQUIREMENTS STATED UNDER DIVISION 1 - GENERAL REQUIREMENTS AND CONDITIONS AS WELL AS THE SPECIFIC CRITERIA OUTLINED HEREIN AND ON THE LANDSCAPE DRAWINGS INCLUDING ADDENDA AS MAY BE ISSUED BY THE OWNER.

2. THIS SCOPE OF WORK FOR THE LANDSCAPE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE THE PROVISION OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ALL TASKS ASSOCIATED WITH THE LANDSCAPE AND IRRIGATION INSTALLATION AS SHOWN ON THE DRAWINGS OR NOTED HEREIN. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE GENERAL CONTRACTOR REASONABLE ACCESS TO POWER AND POTABLE WATER SOURCES AS REQUIRED.

3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING ALL WORK (INCLUDING DELIVERY, STORAGE AND DISPOSAL OF THEIR MATERIALS) IS PERFORMED IN COMPLIANCE WITH APPLICABLE JURISDICTIONAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE WORK.

4. THE LANDSCAPE CONTRACTOR SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE LANDSCAPE ARCHITECT AND SUPERVISE THE WORK AT ALL TIMES THROUGH FINAL OWNER ACCEPTANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PROJECT MANAGER HAS A COMPLETE, CURRENT SET OF DOCUMENTS ON-SITE AT ALL TIMES.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH EXISTING SITE CONDITIONS AND NOTIFYING THE OWNER IN WRITING OF ANY CONCERNS PRIOR TO COMMENCEMENT OF WORK. THIS EVALUATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, VERIFICATION OF SURFACE AND SUBSURFACE UTILITIES, GRADES, DIMENSIONS AND SOIL CONDITIONS.

6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH PROJECT PLANS AND SCOPES OF WORK RELATED TO AS SOCIATED TRADES TO BE PERFORMED BY OTHERS IN ORDER TO IDENTIFY KEY COORDINATION ITEMS INCLUDING, BUT NOT LIMITED TO, SITE ACCESS, MATERIAL STORAGE, SCHEDULING AND SEQUENCING OF WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL SITE ISSUES WITH THE GENERAL CONTRACTOR.

7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT WORK, MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO THEIR ACTIVITIES. THE LANDSCAPE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESULT OF THE EXECUTION OF THEIR WORK.

8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE AREA, MATERIALS AND EQUIPMENT WITHIN THE LIMITS OF WORK IN A SAFE, NEAT AND ORDERLY MANNER. EXCESS MATERIALS AND DEBRIS ARE TO BE REMOVED FROM THE WORK AREA NO LESS THAN WEEKLY OR AS DIRECTED BY THE GENERAL CONTRACTOR.

9. THE LANDSCAPE CONTRACTOR MUST TAKE PRECAUTIONS TO PROTECT ALL EXISTING SITE ROAD PAVING, INLETS, CURBS AND UTILITIES FROM DAMAGE. THIS APPLIES NOT ONLY TO THE AREA WITHIN THE LIMITS OF WORK BUT ALSO ALONG ANY LOCAL ACCESS ROADS.

10. THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZED LOCAL PRACTICES.

11. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES (SILT FENCE, ORANGE GEO FENCE AND/OR OTHER MEASURES) ARE INSTALLED PRIOR TO BEGINNING EXCAVATION.

12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PLANT MATERIALS AND THE PLANTING AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER.

13. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE AGRONOMIC EVALUATION OF SOIL CHARACTERISTICS. EVALUATION MUST INCLUDE CHEMICAL ANALYSIS BY A QUALIFIED AGRICULTURAL SOILS TESTING LABORATORY (CERTIFIED IN THE STATE OF FLORIDA). SOILS SAMPLE SHOULD BE TAKEN IMMEDIATELY FOLLOWING COMPLETION OF ROUGH GRADING ACTIVITIES AND SHOULD BE COLLECTED AT A RATE ON ONE SAMPLE FOR EACH 5,000 SQUARE FEET OF IMPACTED AREA, OR A TOTAL OF SIX, WHICHEVER IS GREATER, AT A MINIMUM THE CHEMICAL ANALYSIS OF THE SOIL SHOULD CONSIDER THE FOLLOWING:

A. PERCENTAGE OF ORGANIC MATTER
B. SALINITY
C. PH
D. LIME CONTENT
E. MINERAL NUTRIENTS INCLUDING CONCENTRATIONS OF NITROGEN, PHOSPHOROUS, POTASSIUM, CALCIUM, MAGNESIUM, IRON, ZINC, MANGANESE, COPPER, SULFUR, AND MOLYBDENUM.
F. POTENTIAL HAZARDS OR IMPEDIMENTS FOR PLANT GROWTH INCLUDING SALINITY, SODIUM CHLORIDE, BORON, IMPAIRED SOIL STRUCTURE OR DRAINAGE.
F. SAND FRACTION ANALYSIS AS A PERCENTAGE PASSING THROUGH 1", ¾", AND NO. 200 SIEVES
H. PERCOLATION RATE IN INCHES PER HOUR.

THE ANALYSIS SHOULD ALSO INCLUDE SPECIFIC RECOMMENDATIONS TO THE OWNER FOR ANY AMENDMENTS AND BACKFILL MIXES FOR OPTIMAL PLANT GROWTH TO BE IMPLEMENTED BY TRADES PRIOR TO PLANTING. THE CONTRACTOR SHOULD INCLUDE THE COST FOR SOIL AMENDMENTS. THE CONTRACTOR IS TO PROVIDE THE OWNER WITH COPIES OF ALL SOIL TESTING RESULTS. SUBMITTAL DOCUMENTATION MUST ALSO CONTAIN A GRAPHIC SITE PLAN DEPICTING LOCATIONS FROM WHICH EACH SAMPLE WAS DRAWN.

14. THE LANDSCAPE CONTRACTORS BASE BID FOR SOIL PREPARATION IS TO INCLUDE THE FOLLOWING WITH THE UNDERSTANDING THAT MIX DESIGN MAY NEED TO BE ADJUSTED BASED ON OUTCOME OF AGRONOMIC TESTING.

A. TREES: 100% SITE SOIL WITH SUB. TRIPLE SUPER PHOSPHATE PER CU. YD.
B. SHRUBS: 100% SITE SOIL WITH OSMOCOTE CONTROLLER RELEASE FERTILIZER (14-14-14) PER MANUFACTURER'S RECOMMENDATION.
C. THE SOILS TEST RESULTS TAKE PRECEDENCE OVER THE ITEMS NOTED IN A AND B ABOVE.

15. SHOULD OWNER AND LANDSCAPE CONTRACTOR AGREE WITH THE RECOMMENDATION OF THE TESTING AGENCY TO FURTHER AMEND THE SOILS THE CONTRACTOR'S CONTRACT WILL BE ADJUSTED ACCORDINGLY. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT SAMPLES OF AMENDED SOILS TO BE RE-TESTED TO CONFIRM COMPLIANCE WITH RECOMMENDATIONS FOLLOWING THE SAME PROCEDURES AS THE ORIGINAL TESTS.

16. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF EACH PLANT MATERIAL REQUIRED TO ADEQUATELY COVER THE AREAS SHOWN ON THE LANDSCAPE PLANS AT THE PRESCRIBED SPACING AND NOTIFYING THE OWNER IMMEDIATELY OF ANY PERCEIVED DISCREPANCIES FOR RESOLUTION. THE PLANT SPACING CONTROLS BED LAYOUT, NOT THE PLAN QUANTITY FOR THAT PARTICULAR BED.

FINE GRADING NOTES

1. FINISHED GRADE IN PLANTING AREAS SHALL BE HELD 3" BELOW THE FINISHED ELEVATIONS SHOWN FOR ALL ADJACENT HARDSCAPE SURFACES.
2. ALL FILL REQUIRED SHALL BE CLEAN, WELL DRAINING SOIL. FILL SHALL BE CLEAN AND FREE OF ALL MATERIAL HARMFUL TO PLANT GROWTH AND DELETERIOUS MATERIAL SUCH AS ROCKS (LARGER THAN 2" DIA.), COMPACTED CLAY, ROADBED OR SURFACING MATERIAL, MUCK, ROOTS AND BRANCHES, ETC.
3. THE LANDSCAPE CONTRACTOR IS TO ENSURE THAT THEIR WORK DOES NOT ADVERSELY IMPACT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

INSTALLATION NOTES

1. PLANT AND LANDSCAPE MATERIALS SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1, AS GIVEN IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, AS PREPARED BY THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.
2. A 3" THICK LAYER OF ORGANIC NON-CYPRESS MULCH SHALL BE APPLIED TO ALL LANDSCAPE AND PLANTING AREAS.
3. ALL EXOTIC VEGETATION TO BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
4. THIS PLAN HAS BEEN DESIGNED TO MEET WITH THE TREE PLANTING REQUIREMENTS CONTAINED WITHIN THE FPL DOCUMENT ENTITLED "PLANT THE RIGHT TREE IN THE RIGHT PLACE."
5. FOR EXISTING OR PROPOSED UTILITIES, NO TREE SHALL BE PLANTED WHERE IT COULD, AT MATURE HEIGHT, CONFLICT WITH OVERHEAD POWER LINES. LARGE TREES [HEIGHT AT MATURITY OF MORE THAN THIRTY (30) FEET] SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF THIRTY (30) FEET FROM THE NEAREST OVERHEAD POWER LINE. MEDIUM HEIGHT TREE [HEIGHT AT MATURITY BETWEEN TWENTY (20) AND THIRTY (30) FEET] SHALL BE OFFSET AT LEAST TWENTY (20) FEET AND SMALL TREES [HEIGHT AT MATURITY OF LESS THAN (20) FEET] REQUIRE NO OFFSET.
6. NO TREE, SHRUBS, HEDGES OR VINES SHALL BE PLANTED WITHIN FIVE (5) FEET OF ANY EXISTING OR PROPOSED UTILITY POLE, GUY WIRE OR PAD MOUNTED TRANSFORMER. PALMS SHOULD BE PLANTED AT A DISTANCE EUAL TO OR GREATER THAN THE AVERAGE FROND LENGTH PLUS TWO (2) FEET FROM POWER LINES.
7. WETLAND BUFFERS, BUFFER PROTECTION AREAS, AND UPLAND PRESERVE AREAS SHALL BE PROTECTED FROM EXCAVATION, CONSTRUCTION, AND OTHER BUILDING MAINTENANCE ACTIVITIES.
8. TREES TO REMAIN DURING CONSTRUCTION SHALL BE PROTECTED AND BARRICADED. SEE TREE PROTECTION NOTE.
9. FERTILIZER SHALL BE COMPLETE WITH APPROXIMATELY THE FOLLOWING RATIO: 3N-1P-3K (+1MG FOR PALMS ONLY)
10. TREES AND PALMS ARE TO BE PLANTED IN ACCORDANCE TO LANDSCAPE PLAN. GOOD HORTICULTURAL PRACTICES MUST BE OBSERVED.
11. TREES AND PALMS ARE TO BE PLANTED IN THE RIGHT-OF-WAY (ROW) AT A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB AT LOCATIONS IDENTIFIED ON THE LANDSCAPE PLAN. AWARDED BIDDER SHALL STAKE AND/OR PAINT PLANTING LOCATIONS IN THE FIELD. UPON APPROVAL BY THE CUSTOMER, THESE AREAS SHALL BE SPRAYED WITH AN APPROVED HERBICIDE AND MAINTAINED WEED-FREE FOR THE DURATION OF THE PROJECT.
12. EXCAVATE PLANTING HOLES WITH VERTICAL SIDES. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES. MAKE EXCAVATIONS TWICE AS WIDE AS THE ROOT BALL DIAMETER AND SLIGHTLY LESS (TWO INCHES) THAN THE DISTANCE BETWEEN THE TOP-MOST ROOT IN THE ROOT BALL AND THE BOTTOM OF THE ROOTBALL. ALTERNATIVELY, EXCAVATE THE HOLE SLIGHTLY WIDER THAN THE ROOT BALL AND PLACE THE ROOT BALL IN THE HOLE SO THE TOP-MOST ROOT IS EVEN WITH OR SLIGHTLY (2 INCHES) HIGHER THAN THE SURROUNDING LANDSCAPE GRADE. THEN, LOOSEN THE SURROUNDING SOIL CUT TO A DIAMETER EQUAL TO TWICE THE DIAMETER OF THE ROOT BALL. FINALLY, PUSH THE LOOSENED SOIL TOWARD THE ROOT BALL TO FILL THE HOLE.

IF WATER FILLS THE BOTTOM OF THE PLANTING HOLE, ADD SOIL TO THE BOTTOM OF THE HOLE UNTIL THE WATER IS COVERED. PACK THIS ADDED SOIL FIRMLY. PLACE THE ROOT BALL ON THIS PACKED, SOUD SOIL, NOT IN WATER. NO PART OF THE ROOT BALL SHALL BE PLACED IN WATER. IF NECESSARY, BRING IN SOIL, SIMILAR TO SITE SOIL TO COVER THE SIDES OF THE ROOT BALL, CREATING A RAISED MOUND. THE BASE OF THE MOUND (I.E. THE OUTER DIAMETER) CREATED SHALL BE AT LEAST SIX TIMES THE DIAMETER OF THE ROOT BALL.

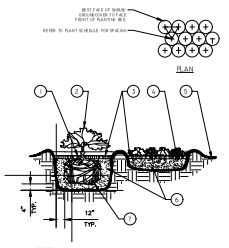
WHEN PLANTING ON A SLOPE, THE TOP-MOST MAIN ROOT IN THE ROOTBALL SHALL BE EVEN WITH THE GRADE ON THE UPHILL SIDE OF THE TREE. SITE SOIL WILL NEED TO BE ADDED ON THE DOWNHILL SIDE TO COVER THE SIDES OF THE ROOT BALL AND TO CONSTRUCT THE SOIL BERM TO HOLD WATER. THE AMOUNT OF SOIL ADDED ON THE DOWNHILL SIDE WILL DEPEND ON THE SLOPE AND SIZE OF THE ROOT BALL.

13. REMOVE ALL WOOD, PLASTIC, OR GRO-BAGS FROM THE ROOT BALL. SET PLANTS IN CENTER OF HOLES WITH THE TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISHED LANDSCAPE GRADES AND PLUMB THE TREE SO THE TRUNK IS VERTICAL. BACKFILL FIELD SOIL AROUND SIDES OF ROOT MASS AND WORK EACH LAYER TO SETTLE AND ELIMINATE VOIDS AND AIR POCKETS. MATERIAL MUST BE WATERED IN AS PLANTED. PROVIDE APPROXIMATELY 5 GALLONS OF WATER PER INCH OF TRUNK CALIPER TO THE ROOT BALL ONCE ALL BACKFILL IS FILLED IN AROUND THE ROOT BALL.
14. PROVIDE A 2-3" HIGH SOIL BERM AROUND THE EDGE OF ROOT BALL TO FORM A SHALLOW SAUCER TO COLLECT WATER. THE WATERING SAUCER, REGARDLESS OF HOLE SIZE, IS TO BE AT EDGE OF ROOT BALL. ALTERNATIVELY, CORRA EDGING IS TO BE INSTALLED AT THE EDGE OF THE ROOT BALL.
15. BROADCAST OVER THE ROOT BALL AND BACKFILL SOIL, AT THE RECOMMENDED RATE, A BROAD-SPECTRUM PRE-EMERGENT HERBICIDE PRIOR TO MULCHING.
16. APPLY A CONTROLLED-RELEASE FERTILIZER TO THE SOIL SURFACE UNDER THE MULCH AT 1 LB. NITROGEN PER 1000 FT2. PRIOR TO MULCHING. NO OTHER AMENDMENTS ARE NECESSARY.
17. ON TREES UP TO 4" CALIPER, APPLY A THREE (3) -INCH LAYER OF MULCH TO AN EIGHT (8) -FOOT DIAMETER CIRCULAR AREA AROUND THE TRUNK. ON LARGER CALIPER TREES, APPLY A TWO (2) -FOOT DIAMETER MULCH AREA FOR EACH INCH OF TRUNK CALIPER. NO MULCH SHALL BE APPLIED TO THE INNER HALF OF THE ROOT BALL SURFACE.
18. TREES AND PALMS ARE TO BE SECURED BY AWARDED BIDDER AS SHOWN IN EXHIBITS A-C. (NOTE: STAKING IS OPTIONAL FOR MORE PROTECTED LOCATIONS).
19. A REPRESENTATIVE WILL INSPECT TREES AND PALMS DURING INSTALLATION. MATERIAL THAT IS IN SHOCK OR HAS BEEN DAMAGED DURING INSTALLATION SHALL BE REPLACED BY AWARDED BIDDER WITHIN FIVE (5) WORKING DAYS FROM NOTIFICATION.
20. REMOVE FROM WORK SITE ALL EXCESS MATERIALS (E.G., SOIL, DEBRIS AND EQUIPMENT) DAILY THROUGH DURATION OF PROJECT. DAMAGES RESULTING FROM INSTALLATION SHALL BE REPAIRED BY AWARDED BIDDER.
21. PRUNING: IF THERE IS A DOUBLE LEADER IN THE TOP HALF OF THE TREE, SHORTEN ONE, BY ABOUT ONE-HALF, BACK TO A LIVE BRANCH THAT POINTS AWAY FROM THE TREE AND IS AT LEAST ONE-THIRD THE DIAMETER OF THE CUT LEADER. REMOVE BROKEN PORTIONS OF DAMAGED BRANCHES BACK TO A LIVE LATERAL BRANCH.
22. REMOVE ALL STRING OR WIRE WRAPPED AROUND THE TRUNK. REMOVE ALL STRAPS, ROPE AND STRING USED TO LIFT THE ROOT BALL. REMOVE ALL BURLAP AND WIRE FROM THE TOP OF THE ROOT BALL.

ACCEPTANCE NOTES

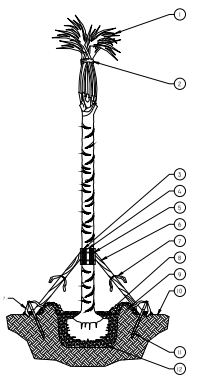
1. INSPECTION TO DETERMINE ACCEPTANCE OF PLANTED AREAS WILL BE MADE BY THE CUSTOMER REPRESENTATIVE UPON AWARDED BIDDER'S REQUEST. PROVIDE NOTIFICATION A MINIMUM OF FIVE (5) WORKING DAYS BEFORE REQUESTED INSPECTION DATE.

   PLANTED AREAS WILL BE ACCEPTED PROVIDED ALL REQUIREMENTS, INCLUDING MAINTENANCE, HAVE BEEN SATISFIED AND PLANT MATERIALS ARE IN A HEALTHY, VIGOROUS CONDITION.
2. THE CUSTOMER REPRESENTATIVE WILL PREPARE A "PUNCH LIST" OF THOSE ITEMS, WHICH MUST BE CORRECTED BEFORE RE-INSPECTION FOR FINAL ACCEPTANCE. THE REPRESENTATIVE WILL DETERMINE AN APPROPRIATE TIME PERIOD FOR CORRECTIONS. AWARDED BIDDER MUST REQUEST RE-INSPECTION TWO (2) WORKING DAYS IN ADVANCE.



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.

SHRUB/GROUNDCOVER PLANTING
N.T.S.



PALM TREE PLANTING
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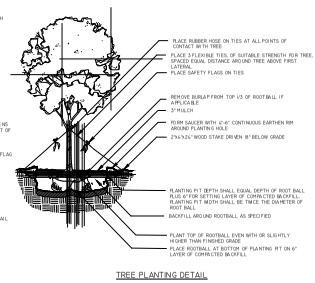
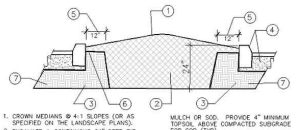


TREE PLANTING DETAIL
N.T.S.



1. CROWN MEDIANS @ 4:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING SOIL MIX. BOTTOM OF PIT TO BE NATIVE SOIL.
3. PROVIDE CONTINUOUS "DEEP ROOT" ROOT BARRIER. (WHEN SPECIFIED).
4. PROTECT AND RETAIN ALL CURBS AND BASE.
5. PROVIDE 12" DEAD ZONE @ CURB EDGES.
6. PROVIDE 2" FROM TOP OF CURB TO FINISH GRADE TO ALLOW FOR MULCH OR SOD. PROVIDE 4" MINIMUM TOPSOIL ABOVE COMPACTED SUBGRADE FOR SOD (TYP).
7. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).

GENERAL NOTES
A. VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION ACTIVITY.
B. EXCAVATE ENTIRE AREA UNDER ALL SHRUBS/GROUNDCOVER/TREES.
C. ALL MEDIANS SHALL UTILIZE PROPER DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS OR DO NOT MEET LOCAL REQUIREMENTS.

TYPICAL LANDSCAPE MEDIAN
SECTION N.T.S.

TREE SCHEDULE					
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE
TREES					
	AR2	3	Florida Flame Red Maple / Acer rubrum 'Florida Flame'	2.5" DBH, 12' Ht. x 5' Spr. Min., Std., 5' ct.	Yes
	CD	6	Pigeon Plum / Coccoloba diversifolia	12' HT. x 6' Spr. Min,	Yes
	CE2	25	Green Buttonwood / Conocarpus erectus	2.5" DBH, 12' Ht. x 5' Spr. Min., Std., 5' ct.	Yes
	CS3	24	Silver Buttonwood / Conocarpus erectus sericeus	2.5" DBH, 12' Ht. x 5' Spr. Min., Std., 5' ct.	Yes
	ED	11	Japanese Blueberry Tree / Elaeocarpus decipiens TM	2.5" DBH, 12' Ht. x 5' Spr. Min., Std., 5' ct.	No
	LM3	3	Lavender Crape Myrtle / Lagerstroemia x 'Muskogee'	2.5" DBH, 12' Ht. x 5' Spr. Min., Multi-trunk, 5' ct.	No
	PD	12	Slash Pine / Pinus elliottii densa	2.5" DBH, 12' Ht. x 5' Spr. Min., Std., 5' ct.	Yes
	QV2	14	Southern Live Oak / Quercus virginiana	2.5" DBH, 12' Ht. x 5' Spr. Min., Std., 5' ct.	Yes
	TD2	3	Bald Cypress / Taxodium distichum	2.5" DBH, 12' Ht. x 5' Spr. Min., Std., 5' ct.	Yes
PALMS					
	SS	36	Cabbage Palmetto / Sabal palmetto	30% @ 12' ct., 35% @ 15' ct., 35% @ 18' ct., Stagger Hts. within groups	Yes

SHRUB SCHEDULE				
CODE	QTY	COMMON / BOTANICAL NAME	SIZE	SPACING
SHRUB AREAS				
CG	52	Small Leaf Clusia / Clusia guttifera	3 gal., 24" Ht. min., Full	24" o.c.
VS	118	Sandankwa Viburnum / Viburnum suspensum	3 gal., 24" Ht. min., Full	24" o.c.

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City of Fort Pierce, Florida
Landscape Specifications

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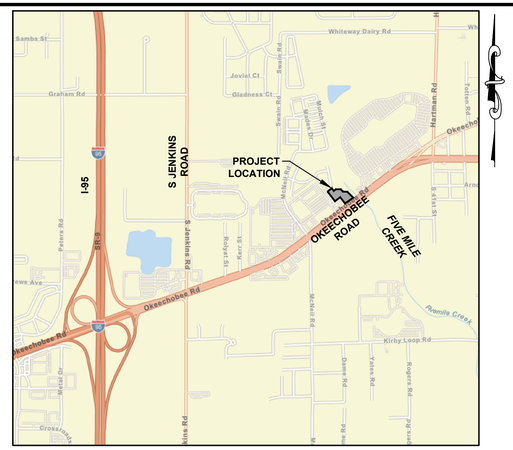
REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUSTON LA0000905 STATE OF FLORIDA

Job No.	2022-07
Drawn By	EB
Checked By	MH
Approved By	MH
Submittal Dates	02-01-23
Revision Dates	10-30-24
	02-20-25

LP-2

ALTA / NSPS LAND TITLE SURVEY
BOUNDARY AND TOPOGRAPHIC SURVEY
SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

TITLE COMMITMENT:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NUMBER: 1019660
COMMITMENT DATE: FEBRUARY 16, 2021 @ 11:00 P.M.

SCHEDULE B-II EXCEPTIONS:

EXCEPTIONS 1 THROUGH 5 ARE STANDARD EXCEPTIONS - NO COMMENT

6. RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS AS SET FORTH IN THE DECLARATION OF RESTRICTIONS, RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 1624, AMENDED IN OFFICIAL RECORD BOOK 874, PAGE 812; AS AFFECTED BY ABOLISHMENT OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 2483, PAGE 1648, WHICH PARTIALLY ABOLISHES CERTAIN RESTRICTIONS IMPOSED ON PROPERTY. ***ABOLISHED BY 2483/1648, AFFECTS - NOTHING TO PLOT***

7. EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND, AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 1630; AS AFFECTED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 1651; OFFICIAL RECORD BOOK 874, PAGE 816; AS AFFECTED BY ABOLISHMENT OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 2483, PAGE 1648, WHICH PARTIALLY ABOLISHES CERTAIN RESTRICTIONS IMPOSED ON PROPERTY ***ABOLISHED BY 2483/1648, AFFECTS - NOTHING TO PLOT***

8. EASEMENT GRANTED TO THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT RECORDED JANUARY 14, 1988 IN OFFICIAL RECORDS BOOK 571, PAGE 1674. ***AFFECTS AS PLOTTED***

9. EASEMENT AGREEMENT WITH SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED MARCH 4, 1988 IN OFFICIAL RECORDS BOOK 577, PAGE 1338. ***DOES NOT AFFECT***

10. TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS SET FORTH IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 27, 1990 IN OFFICIAL RECORD BOOK 709, PAGE 1026. ***DOES NOT AFFECT***

11. TERMS AND CONDITIONS OF THE GRANT OF DRAINAGE EASEMENT TO AMERICAN VENTURE CAPITAL CORPORATION, RECORDED DECEMBER 30, 1991 IN OFFICIAL RECORDS BOOK 769, PAGE 2154. ***AFFECTS THE EASTERN PORTION - BLANKET DRAINAGE***

12. CROSS-EASEMENT AGREEMENT BY AND BETWEEN AMERICAN VENTURE CAPITAL CORPORATION AND APPLE SOUTH, INC., A GEORGIA CORPORATION, RECORDED DECEMBER 13, 1993 IN OFFICIAL RECORD BOOK 874, PAGE 801. ***DOES NOT AFFECT***

13. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 1067, PAGE 2856; AS AFFECTED BY ABOLISHMENT OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 2483, PAGE 1648, WHICH PARTIALLY ABOLISHES CERTAIN RESTRICTIONS IMPOSED ON PROPERTY. ***DOES NOT AFFECT***

14. RESTRICTIONS AS SET FORTH IN THE SPECIAL WARRANTY DEED FROM WAL-MART STORES EAST, INC., A DELAWARE CORPORATION TO 2890, INC., A FLORIDA CORPORATION, RECORDED AUGUST 13, 2002 IN OFFICIAL RECORDS BOOK 1566, PAGE 1437. ***AFFECTS - BLANKET***

15. TERMS, CONDITIONS AND PROVISIONS AS SET FORTH IN THE ACCESS EASEMENT FROM WAL-MART STORES EAST, INC., A DELAWARE CORPORATION TO 2890, INC., A FLORIDA CORPORATION, RECORDED AUGUST 13, 2002 IN OFFICIAL RECORDS BOOK 1566, PAGE 1449 AND RECORDED IN OFFICIAL RECORD BOOK 1709, PAGE 889. ***DOES NOT AFFECT***

16. ACCESS EASEMENT FROM PRIME HOMES AT PORTOFINO LANDINGS, LTD., A FLORIDA LIMITED PARTNERSHIP, TO 2890, INC., A FLORIDA CORPORATION, FOR VEHICLE INGRESS AND EGRESS, RECORDED SEPTEMBER 8, 2006 IN OFFICIAL RECORD BOOK 2653, PAGE 277. ***DOES NOT AFFECT***

17. NOTICE OF ESTABLISHMENT OF THE PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORD BOOK 2739, PAGE 681, TOGETHER FINAL JUDGMENT RECORDED IN OFFICIAL RECORD BOOK 2803, PAGE 2251, WHICH INCLUDES PROVISIONS FOR ASSESSMENTS. ***DOES NOT AFFECT***

18. EASEMENTS GRANTED TO BELLSOUTH TELECOMMUNICATIONS, INC., RECORDED MAY 18, 2007 IN OFFICIAL RECORDS BOOK 2819, PAGE 2731 AND RECORDED IN OFFICIAL RECORDS BOOK 2819, PAGE 2737. ***DOES NOT AFFECT***

19. DECLARATION OF CONSENT TO IMPOSITION OF SPECIAL ASSESSMENTS RECORDED JUNE 18, 2007 IN OFFICIAL RECORDS BOOK 2836, PAGE 929. ***NOT A SURVEY MATTER***

20. NOTICE OF LIEN OF RECORD OF THE PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT RECORDED JUNE 18, 2007 IN OFFICIAL RECORD BOOK 2836, PAGE 932, WHICH INCLUDES A PROVISION FOR SPECIAL ASSESSMENTS; AS AMENDED IN OFFICIAL RECORDS BOOK 3251, PAGE 2188. ***NOT A SURVEY MATTER***

21. TRUE-UP AGREEMENT WITH THE PORTOFINO LANDINGS COMMUNITY DEVELOPMENT DISTRICT RECORDED JUNE 20, 2007 IN OFFICIAL RECORDS BOOK 2838, PAGE 2, RE-RECORDED IN OFFICIAL RECORD BOOK 2856, PAGE 2629. ***NOT A SURVEY MATTER***

22. GRANT OF EASEMENT TO COMCAST OF COLORADO/FLORIDA RECORDED JULY 17, 2007 IN OFFICIAL RECORDS BOOK 2850, PAGE 2822. ***AFFECTS AS PLOTTED***

23. EASEMENT GRANTED TO THE CITY OF FORT PIERCE FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY RECORDED MAY 13, 2008 IN OFFICIAL RECORDS BOOK 2972, PAGE 685. ***AFFECTS AS PLOTTED***

24. NOTICE OF WATER/WASTEWATER SUPPLY AGREEMENT WITH THE FORT PIERCE UTILITIES AUTHORITY RECORDED AUGUST 13, 2009 IN OFFICIAL RECORDS BOOK 3117, PAGE 2792. ***AFFECTS - NOT A SURVEY MATTER***

LEGAL DESCRIPTION: (PER TITLE COMMITMENT)

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST, ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA; S.R. 70); THENCE SOUTH 52°29'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,102.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 55°45'47" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST, A DISTANCE OF 73.78 FEET; THENCE NORTH 37°30'14" WEST, A DISTANCE OF 114.06 FEET; THENCE NORTH 37°29'33" WEST, A DISTANCE OF 33.20 FEET; THENCE SOUTH 52°29'33" WEST, A DISTANCE OF 185.54 FEET; THENCE NORTH 37°24'29" WEST, A DISTANCE OF 337.95 FEET; THENCE NORTH 52°35'31" EAST, A DISTANCE OF 149.75 FEET; THENCE SOUTH 37°24'29" EAST, A DISTANCE OF 101.01 FEET; THENCE NORTH 52°26'19" EAST, A DISTANCE OF 84.86 FEET; THENCE NORTH 76°15'19" EAST, A DISTANCE OF 109.98 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 72°27'31" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°15'34" EAST, A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST, A DISTANCE OF 69.88 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 46°34'59" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 443.72 FEET AND A CENTRAL ANGLE OF 04°34'37", A DISTANCE OF 35.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°59'38" EAST, A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST, A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

LESS A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

LEGEND

ALTA	= AMERICAN LAND TITLE ASSOCIATION		= BACKFLOW PREVENTER		= SIGN
A.P.U.	= APPARENT PHYSICAL USE		= BIKE LANE		= SITE CONTROL POINT
CCR	= CERTIFIED CORNER RECORD		= BOLLARD	SAN	= SANITARY SEWER MANHOLE
CH	= CHORD BEARING AND DISTANCE		= CENTRAL ANGLE	STRM	= STORM MANHOLE
(D)	= DEED DATA	— X —	= CHAIN LINK FENCE		= WATER VALVE
EL.	= ELEVATION		= CONCRETE UTILITY POLE	4	= OAK TREE WITH DIAMETER
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	10	= CONTOUR ELEVATION	4	= PALM TREE WITH DIAMETER
G.P.S.	= GLOBAL POSITIONING SYSTEM	(10)	= DRAINAGE / SEWER STRUCTURE NUMBER		= SET 5/8" IRON ROD AND CAP STAMPED "BOWMAN CG LB 8030"
I.D.	= IDENTIFICATION	ELEC	= ELECTRIC BOX		= SET MAG NAIL AND DISK STAMPED "BOWMAN CG LB 8030"
INV.	= INVERT	E	= ELECTRIC HAND HOLE		= FOUND IRON ROD
L	= ARC LENGTH		= FIRE HYDRANT		= FOUND CONCRETE MONUMENT
LB	= LICENSED BUSINESS		= GUY WIRE & ANCHOR		= SECTION CORNER
LTD.	= LIMITED	IRR	= IRRIGATION VALVE OR BOX		
N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM		= LIGHT POLE		
NSLRWCD	= NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT	— OU —	= OVERHEAD UTILITY LINE		
NSPS	= NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS		= RISER		
O.R.B.	= OFFICIAL RECORDS BOOK				
P.B.	= PLAT BOOK				
PG.	= PAGE				
P.O.C.	= POINT OF COMMENCEMENT				
PVC	= POLYVINYL CHLORIDE PIPE				
R	= RADIUS				
RCP	= REINFORCED CONCRETE PIPE				
R.T.K.	= REAL TIME KINEMATIC				
TYP.	= TYPICAL				
x14.52	= EXISTING ELEVATION				

SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. SAID SURVEY MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (F.A.C.), PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THE BOUNDARY SURVEY SHOWN HEREON WAS PREPARED UTILIZING THE TITLE COMMITMENT AS PROVIDED BY THE CLIENT.

2. THE COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83 / 2011ADJUSTMENT). THIS REFERENCE WAS ESTABLISHED BY USING A TRIMBLE R-12 GPS RECEIVER WITH THE VRS NETWORK AND VERIFIED BY MULTIPLE OCCUPATIONS ON THE NATIONAL GEODETIC SURVEY CONTROL POINT "GCY":

   "GCY"
   PID: AA7679
   FOUND SURVEY DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "GCY 1993"
   NORTHING: 1,124,362.57
   EASTING: 861,826.45

   THE BEARING BASIS SHOWN HEREON REFERS TO THE OBSERVED BEARING OF SOUTH 64°03'06" WEST BETWEEN SITE CONTROL POINTS #801 AND #802..

3. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88) AND ARE BASED UPON THE FOLLOWING F.D.O.T. BENCHMARK:

   "BMX-020"
   FOUND F.D.O.T. BRASS DISK AT THE NORTHEAST END OF A CONCRETE STRUCTURE OVER 5 MILE CREEK ON OKEECHOBEE ROAD (STATE ROAD 70), MARK IS STAMPED "9496 X 020".
   ELEVATION - 4.45' (N.A.V.D. 88)

4. THIS SURVEY WAS PERFORMED UTILIZING R.T.K.-G.P.S. PROCEDURES AND TRADITIONAL SURVEY PROCEDURES WITH MULTIPLE MEASUREMENTS ON PROJECT CONTROL POINTS AND HAS A STATISTICAL HORIZONTAL AND VERTICAL POSITIONAL PRECISION OF LESS THAT 0.10 FEET;

5. ALL DISTANCE SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF AND ARE MEASURED DISTANCES UNLESS OTHERWISE NOTED.

6. APPARENT PHYSICAL USES:
   #1) THERE ARE UTILITIES LYING WITHIN THE SOUTH PROPERTY LINE THAT ARE NOT IN AN EASEMENT.
   #2) THERE ARE SEWER STRUCTURES AND UNDERGROUND LINES CROSSING THE PROPERTY.

7. THE IMAGERY SHOWN HEREON, DATED 2018, WAS OBTAINED FROM THE LABINS.ORG DATABASE AND IS FOR INFORMATIONAL PURPOSES ONLY.

8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR.

9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OF PARTIES.

10. TABLE "A" ITEM 3: THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING FLOOD ZONE DESIGNATION "AE" AND "X" PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12111C0186J, DATED 2/16/2012.

11. TABLE "A" ITEM 6: NO ZONING REPORT WAS PROVIDED.

12. TABLE "A" ITEM 7A: THERE ARE NO BUILDINGS LOCATED ON THE PROPERTY.

13. TABLE "A" ITEM 9: THERE ARE 4 IDENTIFIABLE PARKING SPACES.

14. TABLE "A" ITEM 16: THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK.

15. TABLE "A" ITEM 17: THERE IS NO OBSERVABLE EVIDENCE OF CHANGES TO RIGHT-OF-WAY. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

SURVEYOR'S CERTIFICATION:

TO: PUGLIESE CREATIVE VENTURES
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 IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1 THROUGH 5, 6(B), 7(A), 7(B)(1), 8, 9, 11, 13, 16, 17 AND 19 OF TABLE A THEREOF.

PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/NSPS LAND TITLE SURVEYS."

ALSO

I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RICHARD E. BARNES, JR.
FLORIDA SURVEYOR AND MAPPER
REGISTRATION No. 5173

MARCH 24, 2021
DATE OF LAST FIELDWORK

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

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Bowman
CONSULTING
PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 29462

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OKEECHOBEE ROAD
ALTA / NSPS LAND TITLE
BOUNDARY AND TOPOGRAPHIC SURVEY
ST. LUCIE COUNTY FLORIDA

PROJECT NO
030028-04-001

PLAN STATUS	
DATE	DESCRIPTION
FIELD BOOK	PAGE
21-207	40-41
FIELD CREW:	JS, AA
D.A.L. DRAWN	R.E.B. CHKD
SCALE H: N/A V: N/A	
JOB No. 030028-04-001	
DATE: MARCH 24, 2021	
FILE No. 030028-04-001 ALTA	

SHEET 1 OF 1

DRAINAGE AS-BUILTS

1. CATCH BASIN
GRATE EL. = 16.07'
N.W. INV. EL. = 10.83'
BTM. EL. = 10.27'

2. CATCH BASIN
GRATE EL. = 15.16'
S.E. INV. EL. = 9.88'
N.W. INV. EL. = 9.78'
BTM. EL. = 9.53'

3. STORM MANHOLE
RIM EL. = 14.40'
N.E. INV. EL. = 9.40'
S.E. INV. EL. = 9.29'
S.W. INV. EL. = 9.22'
BTM. EL. = 9.13'

4. CATCH BASIN
GRATE EL. = 14.40'
N.E. INV. EL. = 9.97'
BTM. EL. = 9.43'

5. CATCH BASIN
GRATE EL. = 14.24'
N.E. INV. EL. = 9.52'
S.W. INV. EL. = 9.41'
BTM. EL. = 9.01'

6. CATCH BASIN
GRATE EL. = 13.94'
S.W. INV. EL. = 9.52'
N.W. INV. EL. = 9.49'
BTM. EL. = 9.11'

7. STORM MANHOLE
RIM EL. = 14.27'
S.E. INV. EL. = 9.29'
N.W. INV. EL. = 9.24'
BTM. EL. = 8.79'

8. CATCH BASIN
GRATE EL. = 14.11'
N.E. INV. EL. = 10.59'
S.E. INV. EL. = 9.37'
S.W. INV. EL. = 9.33'
N.W. INV. EL. = 9.43'
BTM. EL. = 9.14'

9. CATCH BASIN
GRATE EL. = 14.16'
S.E. INV. EL. = 10.78'
S.W. INV. EL. = 10.79'
BTM. EL. = 10.32'

10. CATCH BASIN
GRATE EL. = 13.94'
N.W. INV. EL. = 10.59'
BTM. EL. = 10.26'

11. CATCH BASIN
GRATE EL. = 14.00'
S.E. INV. EL. = 9.34'
S.W. INV. EL. = 9.22'
BTM. EL. = 8.54'

12. CATCH BASIN
GRATE EL. = 13.78'
N.E. INV. EL. = 9.29'
S.E. INV. EL. = 9.53'
S.W. INV. EL. = 10.95'
N.W. INV. EL. = 9.47'
BTM. EL. = 8.90'

13. CATCH BASIN
GRATE EL. = 13.97'
N.E. INV. EL. = 9.50'
N.W. INV. EL. = 9.24'
BTM. EL. = 8.99'

14. CATCH BASIN
GRATE EL. = 14.22'
N.E. INV. EL. = 11.27'
BTM. EL. = 10.60'

15. CATCH BASIN
GRATE EL. = 13.59'
N.E. INV. EL. = 9.40'
S.E. INV. EL. = 9.50'
S.W. INV. EL. = 10.28'
BTM. EL. = 8.64'

16. CATCH BASIN
GRATE EL. = 13.53'
N.E. INV. EL. = 10.56'
BTM. EL. = 10.06'

17. CONTROL STRUCTURE
RIM EL. = 14.70'
S.W. INV. EL. = 8.88'
N.W. INV. EL. = 4.38'
TOP OF WEIR EL. = 11.60'
BTM. EL. = 3.99'

18. CATCH BASIN
GRATE EL. = 13.55'
S.E. INV. EL. = 3.51'
N.W. INV. EL. = 3.73'
BTM. EL. = ---

19. CATCH BASIN
GRATE EL. = 14.23'
N.E. INV. EL. = 10.07'
S.W. INV. EL. = 6.78'
N.W. INV. EL. = 5.55'
BTM. EL. = 1.20'

20. STORM MANHOLE
RIM EL. = 14.16'
N.E. INV. EL. = 6.90'
S.E. INV. EL. = 7.84'
N.W. INV. EL. = 8.54'
BTM. EL. = 6.45'

21. CATCH BASIN
GRATE EL. = 13.94'
S.E. INV. EL. = 8.82'
S.W. INV. EL. = 8.78'
BTM. EL. = 8.14'

22. STORM MANHOLE
RIM EL. = 14.42'
S.E. INV. EL. = 8.80'
S.W. INV. EL. = 8.42'
N.W. INV. EL. = 8.24'
BTM. EL. = 7.76'

23. CURB INLET
GRATE EL. = 13.65'
N.E. INV. EL. = 8.58'
S.W. INV. EL. = 8.29'
BTM. EL. = 7.88'

24. CATCH BASIN
GRATE EL. = 13.18'
N.E. INV. EL. = 8.59'
S.W. INV. EL. = 8.55'
BTM. EL. = 8.29'

25. STORM MANHOLE
RIM EL. = 14.83'
S.W. INV. EL. = 8.97'
N.W. INV. EL. = 9.06'
BTM. EL. = 8.97'

26. STORM MANHOLE
RIM EL. = 14.58'
N.E. INV. EL. = 9.84'
S.E. INV. EL. = 8.49'
N.W. INV. EL. = 8.56'
BTM. EL. = 8.22'

SANITARY SEWER AS-BUILTS

27. SEWER MANHOLE
RIM EL. = 14.40'
N.E. INV. EL. = 7.67'
S.W. INV. EL. = 7.69'

28. SEWER MANHOLE
RIM EL. = 14.56'
N.E. INV. EL. = 9.60'
S.W. INV. EL. = 9.60'

29. SEWER MANHOLE
RIM EL. = 14.37'
S.E. INV. EL. = 10.81'
S.W. INV. EL. = 10.71'

30. SEWER MANHOLE
RIM EL. = 14.57'
S.E. INV. EL. = 8.71'
N.W. INV. EL. = 8.72'

31. SEWER MANHOLE
RIM EL. = 14.28'
S.E. INV. EL. = 8.26'
N. INV. EL. = 8.13'

32. SEWER MANHOLE
SEALED SHUT

EAST1/4 CORNER OF SECTION 18, TOWNSHIP 35 SOUTH RANGE 40 EAST FOUND BOAT SPIKE CCR 19526

0 30 60 Feet

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 30'

N 01°19'16" E 2275.64

EAST LINE OF SECTION 18

N 01°19'16" E 357.81' (D)

N 01°20'45" E

P.O.C.
N.E. CORNER OF SECTION 19, TOWNSHIP 35 SOUTH RANGE 40 EAST FOUND 3" BRASS DISK WITH "+" & DIMPLE CCR 104887

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OKEECHOBEE ROAD
ALTA / NSPS LAND TITLE BOUNDARY AND TOPOGRAPHIC SURVEY
ST. LUCIE COUNTY FLORIDA

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PLAN STATUS

DATE	DESCRIPTION

FIELD BOOK	PAGE
21-207	40-41

FIELD CREW: JS, AA

D.A.L.	R.E.B.
DRAWN	CHKD

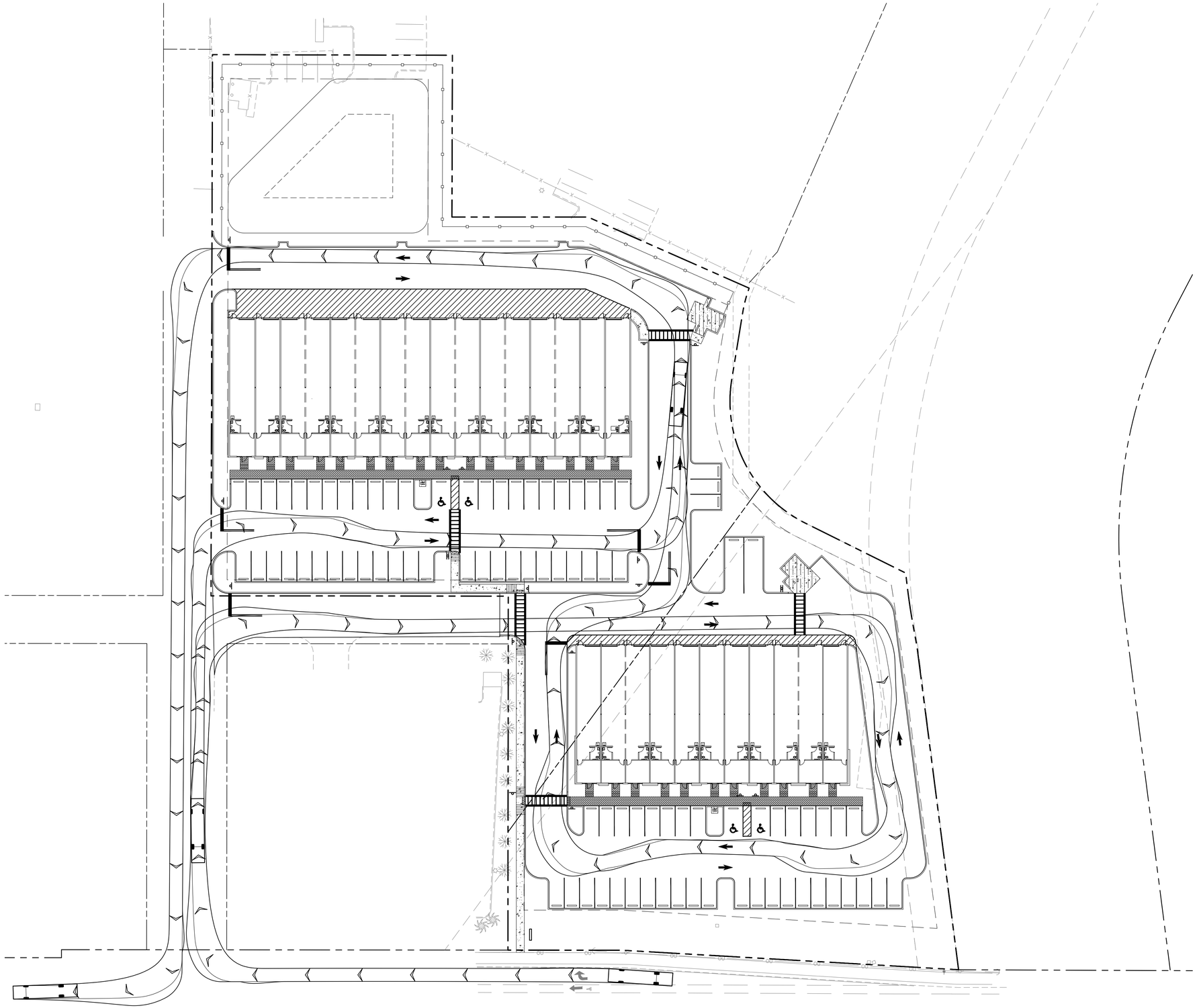
SCALE H: N/A V: N/A

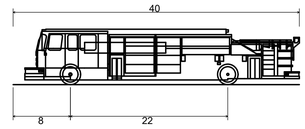
JOB No. 030028-04-001

DATE: MARCH 24, 2021

FILE No. 030028-04-001 ALTA

SHEET 1 OF 1





Pumper Fire Truck	
Overall Length	40.000ft
Overall Width	8.167ft
Overall Body Height	7.745ft
Min Body Ground Clearance	0.656ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

GRAPHIC SCALE
0 30 60
1" = 30'

FINAL DESIGN (FOR REVIEW)

NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

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Cad file name: P:\010894 – Pugliese\010894-01-001 (ENG) – Self Storage Ft Pierce\Engineering\CAD_Plans (dwg)\PLANS\010894-VHTR.dwg 03/12/25

Bowman

PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB 8939
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30462

Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd, Suite 301
Stuart, Florida 34994
Phone: (772) 283-1413
Fax: (772) 220-7861
www.bowman.com
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4600 FLEX SPACE

FIRE TRUCK PATH

FORT PIERCE FLORIDA

PROJECT NO
010894-01-001

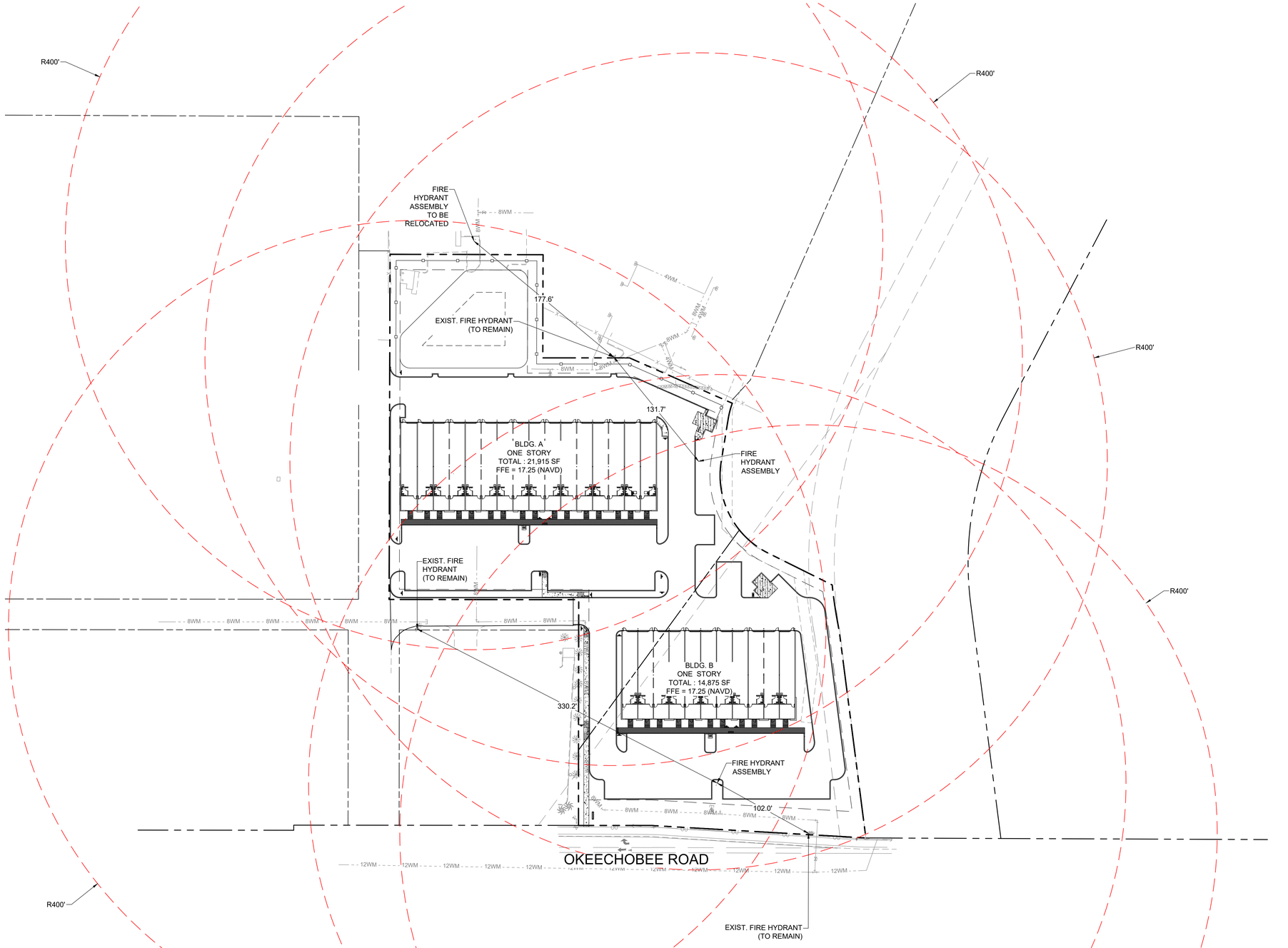
OCTAVIO "OATS" REIS
LICENSE NO. 42503

PLAN STATUS

DATE	DESCRIPTION

BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 30'
JOB No. 010894
DATE March 2025
FILE No. 010894-VHTR
SHEET EX1



FINAL DESIGN (FOR REVIEW)

NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

GRAPHIC SCALE
0 50 100
1" = 50'

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4600 FLEX SPACE

FIRE HYDRANT COVERAGE

FORT PIERCE FLORIDA

PROJECT NO
010894-01-001

OCTAVIO "OATS" REIS
LICENSE NO. 42503

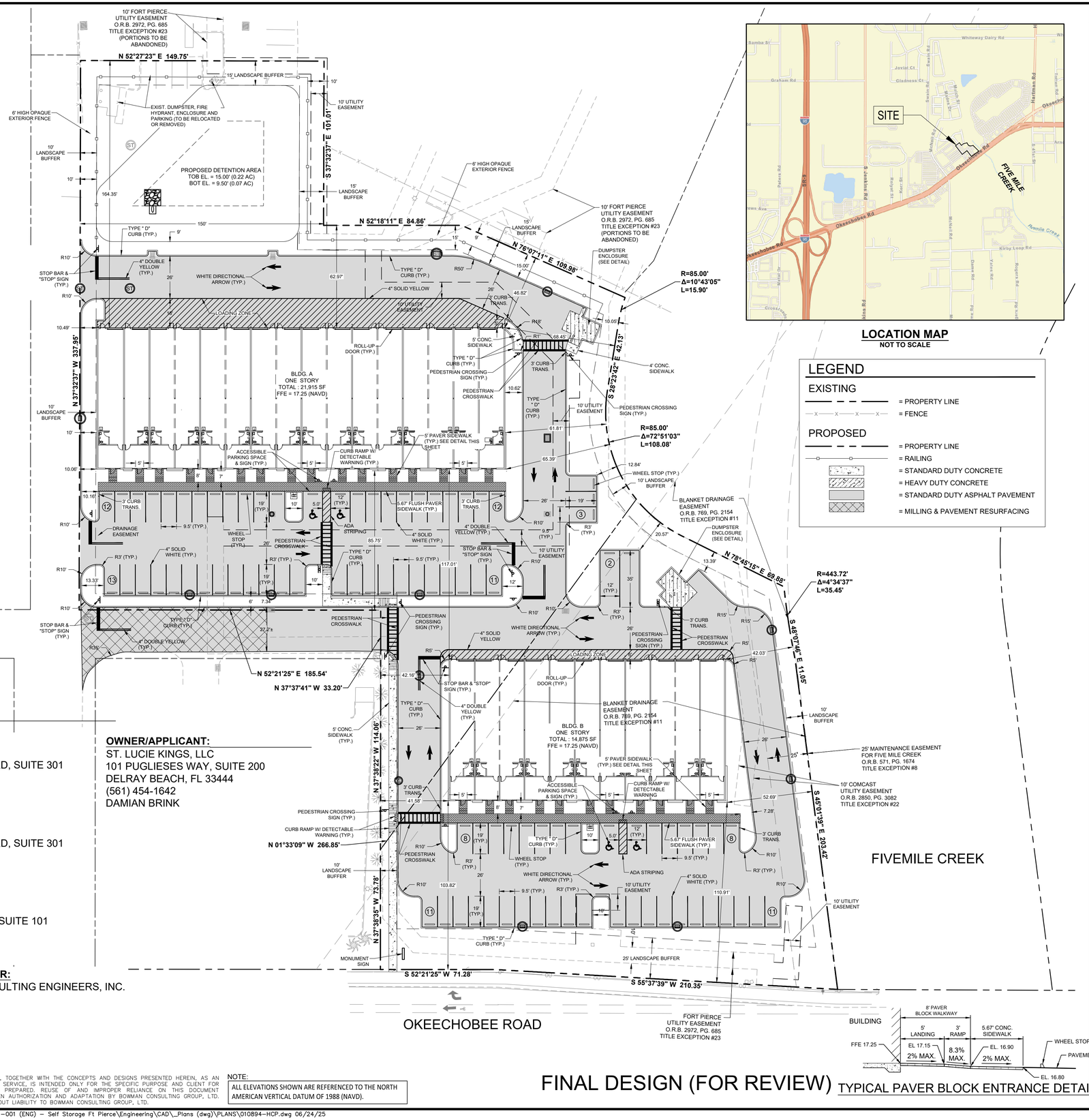
PLAN STATUS

DATE	DESCRIPTION

BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 50'
JOB No. 010894
DATE March 2025
FILE No. 010894-FH-COV
SHEET EX1

EXIST. FIRE HYDRANT
EXIST. FIRE HYDRANT
EXIST. FIRE HYDRANT



LOCATION MAP
NOT TO SCALE

LEGEND

EXISTING
- = PROPERTY LINE
- = FENCE

PROPOSED
- = PROPERTY LINE
- = RAILING
- = STANDARD DUTY CONCRETE
- = HEAVY DUTY CONCRETE
- = STANDARD DUTY ASPHALT PAVEMENT
- = MILLING & PAVEMENT RESURFACING

SITE DATA

TOTAL SITE AREA	155,352 SF / 3.57 AC		
FUTURE LAND USE	GENERAL COMMERCIAL (GC)		
EXISTING ZONING	COMMERCIAL GENERAL (C-3)		
EXISTING USE	VACANT COMMERCIAL		
PROPOSED USE	FLEX SPACE (WHOLE SALE TRADE / WAREHOUSE & FREIGHT)		
BUILDING COVERAGE	36,790 SF		
MAXIMUM BUILDING HEIGHT	65'		
PROPOSED BUILDING HEIGHT	30'		
PARCEL CONTROL NUMBER	2419-122-0001-050-9		
	2419-122-0001-040-6		

OPEN SPACE

REQUIRED	31,070 SF	0.71 AC	20%
PROVIDED	47,933 SF	1.10 AC	31%
TOTAL LANDSCAPE AREA	47,933 SF	1.10 AC	31%

SET BACKS

	REQUIRED (MIN.)	PROVIDED
FRONT	25'	103.82'
SIDE	10'	42.03'
REAR	15'	46.82'

LANDSCAPE AREA

TOTAL LANDSCAPE AREA	47,933 SF	1.10 AC	31%

IMPERVIOUS AREA

BUILDING COVERAGE	36,790 SF	0.85 AC	24%
VEHICULAR USE AREA	61,960 SF	1.42 AC	40%
PAVERS/WALKS/DUMPSTER	8,669 SF	0.19 AC	5%
TOTAL	107,419 SF	2.46 AC	69%

BUILDING DATA

	OFFICE	WAREHOUSE	TOTAL
BUILDING A	3,357 SF / 15%	18,558 SF	21,915 SF
BUILDING B	2,306 SF / 15%	12,569 SF	14,875 SF
TOTAL	5,663 SF / 15%	31,127 SF	36,790 SF

PARKING REQUIREMENTS (9.5' X 19')

	REQUIRED	PROVIDED
WAREHOUSE 1 SPACE PER 600 SF (31,127/600)	52 SPACES	55 SPACES
OFFICE 1 SPACE PER 200 SF (200 SF PER BAY) (5,663/200)	28 SPACES	30 SPACES
ACCESSIBLE SPACES 76 - 100 SPACES	4 SPACES	4 SPACES
LOADING SPACES	1 SPACES	2 SPACES
TOTAL PARKING SPACES	85 SPACES	91 SPACES

TOTAL INCLUDES ACCESSIBLE SPACES & 2 LOADING SPACES

LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH O1°20'45" EAST, ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA; S.R. 70); THENCE SOUTH 52°29'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,102.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 55°45'47" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST, A DISTANCE OF 73.78 FEET; THENCE NORTH 37°30'14" WEST, A DISTANCE OF 114.06 FEET; THENCE NORTH 37°29'33" WEST, A DISTANCE OF 33.20 FEET; THENCE SOUTH 52°29'33" WEST, A DISTANCE OF 185.54 FEET; THENCE NORTH 37°24'29" WEST, A DISTANCE OF 337.95 FEET; THENCE NORTH 52°35'31" EAST, A DISTANCE OF 149.75 FEET; THENCE SOUTH 37°24'29" EAST, A DISTANCE OF 101.01 FEET; THENCE NORTH 52°26'19" EAST, A DISTANCE OF 84.86 FEET; THENCE NORTH 76°15'19" EAST, A DISTANCE OF 109.98 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 72°27'31" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°15'34" EAST, A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST, A DISTANCE OF 69.88 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 46°34'59" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 443.72 FEET AND A CENTRAL ANGLE OF 04°34'37", A DISTANCE OF 35.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°59'38" EAST, A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST, A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

LESS A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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GENERAL NOTES

1. PROPOSED DEVELOPMENT SHALL ADHERE TO THE STANDARDS SPECIFIED IN THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 119 AND 125.
2. THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA IN COORDINATION AND COMPLIANCE WITH EXISTING INGRESS/EGRESS EASEMENTS WITH ADJACENT PROPERTY OWNERS.
3. AIR CONDITIONING AND OTHER EQUIPMENT LOCATED ON THE ROOF SHALL BE SCREENED AND CANNOT BE VISIBLE FROM AN ELEVATION THAT IS HORIZONTAL TO THE LOCATION OF THE ROOF EQUIPMENT.

CONSULTANTS

CIVIL ENGINEER:
BOWMAN
301 SE OCEAN BOULEVARD, SUITE 301
STUART, FL 34994
(772) 283-1413
OCTAVIO "OATS" REIS

SURVEYOR:
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(772) 283-1413
RICHARD BARNES, P.S.M.

LANDSCAPE ARCHITECT:
HJA DESIGN STUDIO
50 E OCEAN BOULEVARD SUITE 101
STUART, FL 34994
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ERIKA BEITLER

GEOTECHNICAL ENGINEER:
ANDERSON ANDRE CONSULTING ENGINEERS, INC.
834 SW SWAN AVENUE
PORT ST. LUCIE, FL 34983
(772) 807-9191
PETER ANDERSON, P.E.

OWNER/APPLICANT:
ST. LUCIE KINGS, LLC
101 PUGLIESES WAY, SUITE 200
DELRAY BEACH, FL 33444
(561) 454-1642
DAMIAN BRINK

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FINAL DESIGN (FOR REVIEW)

TYPICAL PAVER BLOCK ENTRANCE DETAIL

GRAPHIC SCALE
0 30 60
1" = 30'

Bowman
PROFESSIONAL SURVEYORS AND MAPPERS: CERTIFICATE NO. LB. 8030
BOARD OF PROFESSIONAL ENGINEERS: CERTIFICATE OF AUTHORIZATION NO. 33462

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4600 FLEX SPACE
SITE PLAN
FORT PIERCE FLORIDA

PROJECT NO
010894-01-001

OCTAVIO "OATS" REIS
LICENSE NO. 42503

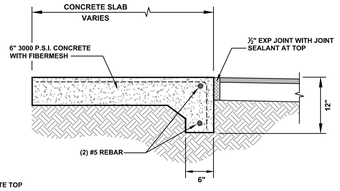
PLAN STATUS

DATE	DESCRIPTION

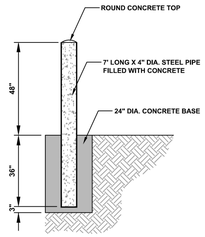
BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 30'
JOB No. 010894
DATE June 2025
FILE No. 010894-HCP
SHEET SP1

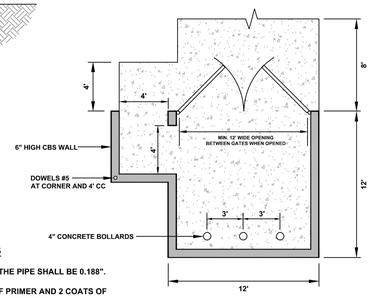
Cad file name: P:\010894 – Pugliese\010894-01-001 (ENG) – Self Storage Ft Pierce\Engineering\CAD_Plans (dwg)\PLANS\010894-HCP.dwg 06/24/25



FOOTER FOUNDATION



BOLLARD



GENERAL CONSTRUCTION NOTES

- THE MINIMUM WALL THICKNESS OF THE PIPE SHALL BE 0.188".
- ALL POSTS SHALL HAVE 2 COATS OF PRIMER AND 2 COATS OF YELLOW TOP COAT, UNLESS OTHERWISE NOTED.
- THE PRIMER COAT SHALL MEET THE REQUIREMENTS OF FDOT 971-5.
- ALL CONCRETE SHALL BE FDOT CLASS 1.

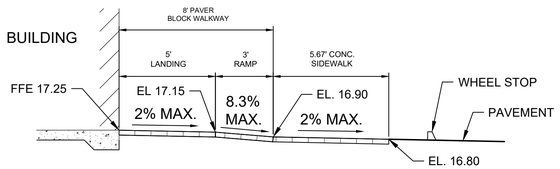
D:\Engineering DRDD Files\Drawings\References\City Details\City Details 2018\000 Dumpster Enclosure Detail.dwg

CITY OF FORT PIERCE UTILITIES AUTHORITY ENGINEERING DEPARTMENT

DUMPSTER ENCLOSURE DETAIL

DATE:	MAY 2022
SCALE:	N.T.S.
DRAWN:	D.SUNNER

SHEET —



TYPICAL PAVER BLOCK ENTRANCE DETAIL

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4600 FLEX SPACE
SITE PLAN
FORT PIERCE FLORIDA

PROJECT NO
010894-01-001

OCTAVIO "OATS" REIS
LICENSE NO. 42503

PLAN STATUS	
DATE	DESCRIPTION

BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 30'
JOB No. 010894
DATE June 2025
FILE No. 010894-HCP

SHEET SP2

Cad file name: P:\010894 – Pugliese\010894-01-001 (ENG) – Self Storage Ft Pierce\Engineering\CAD_Plans (dwg)\PLANS\010894-HCP.dwg 06/24/25

Landscape Data

Landscape Strip Adjacent to Public R.O.W

Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (300) square feet of required landscaped area.

Portofino Landings (West) : 315 LF x 10 = 3,150 sf

Trees Required: (3,150 sf / 300) = 11 Trees
Trees Provided: = 11 Trees
(9 Trees + 6 Palms (3:1))

Okeechobee Road (South): 282 LF x 10 = 2,820 sf

Trees Required: (2,820 sf / 300) = 9 Trees
Trees Provided: = 15 Trees

Landscape Strip Adjacent to Other Property

Vehicular use, building, retention/detention areas adjacent to other property
Ten (10) feet wide minimum landscape Strip.
One (1) tree for each three hundred (200) square feet of required landscaped area.
Fence/Vegetated screening required where VUA abuts residentially zoned property.

Portofino Landings (North) : 678 LF x 10 = 6,780 sf

Trees Required: (6,780 sf / 300) = 23 Trees
Trees Provided: = 31 Trees
(24 Trees + 22 Palms (3:1))

Five Mile Creek (East) : 250 LF x 10 = 2,500 sf

Trees Required: (2,500 sf / 300) = 8 Trees
Trees Provided: = 8 Trees

Sea Lion Real Estate (West) : 221 LF x 10 = 2,210 sf

Trees Required: (2,210 sf / 300) = 7 Trees
Trees Provided: = 9 Trees (Existing)

Interior Vehicular Use Areas

Vehicular use areas that are four thousand (4,000) or more square feet in size shall have at least one square foot of interior landscaping for each fifteen (15) square feet of vehicular use area. One tree for each one hundred (100) square feet of required landscaped area. Each separate landscaped area shall be curbed and contain a minimum of one hundred (100) square feet of area and shall be at least ten (10) feet wide and ten (10) feet deep exclusive of curbing in all locations.

Vehicular Use Area: 64,852 sf

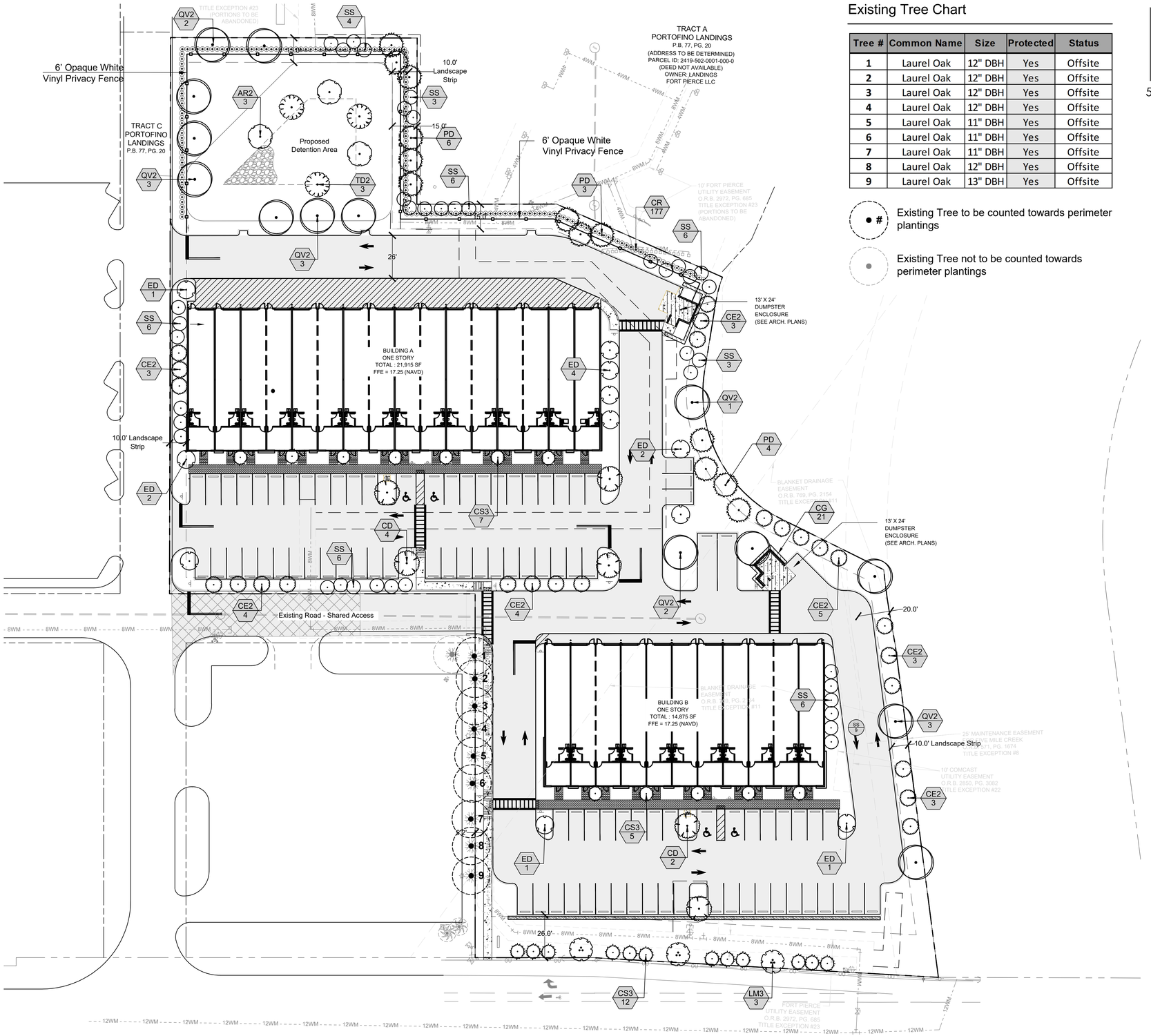
Landscape Area Required: (64,852 sf / 15 sf) = 4,323 sf
Landscape Area Provided: = 16,890 sf

Trees Required: (4,323 SF / 100) = 43 Trees
Trees Provided: = 45 Trees
(41 Trees + 12 Palms (3:1))

Total Required Trees: 101 Trees
Total Provided Trees: 119 Trees
Existing Trees: 9 Trees
Trees: 102 Trees
Palms: 40 Palms @ 3:1

Fort Pierce Landscape Notes

1. Plant materials shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2.", State of Florida, Department of Agriculture, Tallahassee.
2. All trees required by this article (excluding palms that are exempt from the grades and standards) shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection.
3. Grass sod shall be clean and free of weeds, pests and diseases.
4. Planting soil for all landscaped areas shall consist of existing soil mixed with fifty (50) per cent recycled top soil. Such planting soil shall be generally indigenous to the locale, free of debris, roots, clay, stones, plants or other foreign materials. The planting soil shall extend to an appropriate depth so as to eliminate any hindrance to planting operations or detriment to good plant growth. Compliance with these soil requirements shall be verified as part of the final inspection.
5. Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf, or three (3) inches of bulk organic mulch or other suitable material which permits percolation and is approved by the department.
6. Do not place any soil or mulch over the root ball. If stakes or guide wires are used to support a tree, the wire must be covered with protective material where it is in contact with the tree and the stakes or guide wires must be removed after one year.
7. All landscaping must be protected from vehicular and pedestrian traffic by the installation of curbing, wheel stops or other protective devices along the perimeter of any landscaping which adjoins vehicular use areas or sidewalks. These protected devices shall have a minimum height of six (6) inches above grade.
8. No parking, display of vehicles or outside storage or display of merchandise is permitted in or over any required landscape area, nor are vehicles permitted to overhang any required landscaped area
9. To minimize traffic hazards at street or driveway intersections, all landscaping installations must provide unobstructed views.
10. Any irrigation system placed on city right-of-way will be the responsibility of the property owner who shall relocate, replace or repair the system as appropriate in the event it is damaged due to permitted construction in the right-of-way
11. Prior to issuance of certificate of occupancy, final landscape installation shall be certified as complete and in conformance to the approved landscape plan by submission of a certification letter by a landscape architect.
12. Property owners shall maintain all required landscaping so that it continues to present a healthy, neat and orderly appearance free of refuse and debris.
13. Vegetation required shall be replaced with equivalent vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same number of living trees.
14. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices so as to assure that the landscaping continues to maintain a healthy, neat and orderly appearance.
15. No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit
16. Removal, trimming, pruning or alteration of any tree or vegetation in an existing utility easement or public right-of-way, provided such work is done by or under the control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within the easement
17. This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place'. For existing or proposed utilities, no tree shall be planted where it could, at a mature height conflict with overhead power lines.
    A. Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
    B. Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
    C. No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
    D. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.



Scale: 1" = 30'
0' 15' 30' 60' 90'

North

Existing Tree Chart

Tree #	Common Name	Size	Protected	Status
1	Laurel Oak	12" DBH	Yes	Offsite
2	Laurel Oak	12" DBH	Yes	Offsite
3	Laurel Oak	12" DBH	Yes	Offsite
4	Laurel Oak	12" DBH	Yes	Offsite
5	Laurel Oak	11" DBH	Yes	Offsite
6	Laurel Oak	11" DBH	Yes	Offsite
7	Laurel Oak	11" DBH	Yes	Offsite
8	Laurel Oak	12" DBH	Yes	Offsite
9	Laurel Oak	13" DBH	Yes	Offsite

Existing Tree to be counted towards perimeter plantings

Existing Tree not to be counted towards perimeter plantings

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Landscape Plan

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REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUSTON LA0000905 STATE OF FLORIDA

Job No.	2022-07
Drawn By	EB
Checked By	MH
Approved By	MH
Submittal Dates	02-01-23
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	02-20-25 06-24-25

LP-1

Landscape Notes / Specifications

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL THE REQUIREMENTS STATED UNDER DIVISION 1 - GENERAL REQUIREMENTS AND CONDITIONS AS WELL AS THE SPECIFIC CRITERIA OUTLINED HEREIN AND ON THE LANDSCAPE DRAWINGS INCLUDING ADDENDA AS MAY BE ISSUED BY THE OWNER.

2. THE SCOPE OF WORK FOR THE LANDSCAPE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE THE PROVISION OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ALL TASKS ASSOCIATED WITH THE LANDSCAPE AND IRRIGATION INSTALLATION AS SHOWN ON THE DRAWINGS OR NOTED HEREIN. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE GENERAL CONTRACTOR REASONABLE ACCESS TO POWER AND POTABLE WATER SOURCES AS REQUIRED.

3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING ALL WORK (INCLUDING DELIVERY, STORAGE AND DISPOSAL OF THEIR MATERIALS) IS PERFORMED IN COMPLIANCE WITH APPLICABLE JURISDICTIONAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE WORK.

4. THE LANDSCAPE CONTRACTOR SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE LANDSCAPE ARCHITECT AND SUPERVISE THE WORK AT ALL TIMES THROUGH FINAL OWNER ACCEPTANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PROJECT MANAGER HAS A COMPLETE, CURRENT SET OF DOCUMENTS ON-SITE AT ALL TIMES.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH EXISTING SITE CONDITIONS AND NOTIFYING THE OWNER IN WRITING OF ANY CONCERNS PRIOR TO COMMENCEMENT OF WORK. THIS EVALUATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, VERIFICATION OF SURFACE AND SUBSURFACE UTILITIES, GRADES, DIMENSIONS AND SOIL CONDITIONS.

6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH PROJECT PLANS AND SCOPES OF WORK RELATED TO ASSOCIATED TRADES TO BE PERFORMED BY OTHERS IN ORDER TO IDENTIFY KEY COORDINATION ITEMS INCLUDING, BUT NOT LIMITED TO, SITE ACCESS, MATERIAL STORAGE, SCHEDULING AND SEQUENCING OF WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL SITE ISSUES WITH THE GENERAL CONTRACTOR.

7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT WORK, MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO THEIR ACTIVITIES. THE LANDSCAPE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESULT OF THE EXECUTION OF THEIR WORK.

8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE AREA, MATERIALS AND EQUIPMENT WITHIN THE LIMITS OF WORK IN A SAFE, NEAT AND ORDERLY MANNER. EXCESS MATERIALS AND DEBRIS ARE TO BE REMOVED FROM THE WORK AREA NO LESS THAN WEEKLY OR AS DIRECTED BY THE GENERAL CONTRACTOR.

9. THE LANDSCAPE CONTRACTOR MUST TAKE PRECAUTIONS TO PROTECT ALL EXISTING SITE ROADS PARKING LOTS, CURBS AND UTILITIES FROM DAMAGE. THIS APPLIES NOT ONLY TO THE AREA WITHIN THE LIMITS OF WORK BUT ALSO ALONG ANY LOCAL ACCESS ROADS.

10. THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZE LOCAL PRACTICES.

11. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES (SILT FENCE, ORANGE GEO FENCE AND/OR OTHER MEASURES) ARE INSTALLED PRIOR TO BEGINNING EXCAVATION.

12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PLANT MATERIALS AND THE PLANTING AREAS UNTIL FINAL ACCEPTANCE BY THE OWNER.

13. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE AGRONOMIC EVALUATION OF SOIL CHARACTERISTICS. EVALUATION MUST INCLUDE CHEMICAL ANALYSIS BY A QUALIFIED AGRICULTURAL SOILS TESTING LABORATORY (CERTIFIED IN THE STATE OF FLORIDA). SOILS SAMPLE SHOULD BE TAKEN IMMEDIATELY FOLLOWING COMPLETION OF ROUGH GRADING ACTIVITIES AND SHOULD BE COLLECTED AT A RATE ON ONE SAMPLE FOR EACH 5,000 SQUARE FEET OF IMPACTED AREA, OR A TOTAL OF SIX, WHICHEVER IS GREATER. AT A MINIMUM THE CHEMICAL ANALYSIS OF THE SOIL SHOULD CONSIDER THE FOLLOWING:

- A. PERCENTAGE OF ORGANIC MATTER
- B. SALINITY
- C. PH
- D. LIME CONTENT
- E. MINERAL NUTRIENTS INCLUDING CONCENTRATIONS OF NITROGEN, PHOSPHOROUS, POTASSIUM, CALCIUM, MAGNESIUM, IRON, ZINC, MANGANESE, COPPER, SULFUR, AND MOLYBDENUM.
- F. POTENTIAL HAZARDS OR IMPEDIMENTS FOR PLANT GROWTH INCLUDING SALINITY, SODIUM CHLORIDE, BORON, IMPAIRED SOIL STRUCTURE OR DRAINAGE.
- F. SAND FRACTION ANALYSIS AS A PERCENTAGE PASSING THROUGH 1', ¡ , AND NO. 200 SIEVES
- H. PERCOLATION RATE IN INCHES PER HOUR.

THE ANALYSIS SHOULD ALSO INCLUDE SPECIFIC RECOMMENDATIONS TO THE OWNER FOR ANY AMENDMENTS AND BACKFILL MIXES FOR OPTIMAL PLANT GROWTH TO BE MADE TO THE SOILS PRIOR TO PLANTING. THE CONTRACTOR SHOULD INCLUDE THE COST FOR SOIL AMENDMENTS. THE CONTRACTOR IS TO PROVIDE THE OWNER WITH COPIES OF ALL SOIL TESTING RESULTS. SUBMITTAL DOCUMENTATION MUST ALSO CONTAIN A GRAPHIC SITE PLAN DEPICTING LOCATIONS FROM WHICH EACH SAMPLE WAS DRAWN.

14. THE LANDSCAPE CONTRACTORS BASE BID FOR SOIL PREPARATION IS TO INCLUDE THE FOLLOWING WITH THE UNDERSTANDING THAT MIX DESIGN MAY NEED TO BE ADJUSTED BASED ON OUTCOME OF AGRONOMIC TESTING.

- A. TREES: 100% SITE SOIL WITH 5LB. TRIPLE SUPER PHOSPHATE PER CU. YD.
- B. SHRUBS: 100% SITE SOIL WITH OSMOCOTE CONTROLLER RELEASE FERTILIZER (14-14-14) PER MANUFACTURER'S RECOMMENDATION.
- C. THE SOILS TEST RESULTS TAKE PRECEDENCE OVER THE ITEMS NOTED IN A AND B ABOVE.

15. SHOULD OWNER AND LANDSCAPE CONTRACTOR AGREE WITH THE RECOMMENDATION OF THE TESTING AGENCY TO FURTHER AMEND THE SOILS THE CONTRACTOR'S CONTRACT WILL BE ADJUSTED ACCORDINGLY. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT SAMPLES OF AMENDED SOILS TO BE RE-TESTED TO CONFIRM COMPLIANCE WITH RECOMMENDATIONS FOLLOWING THE SAME PROCEDURES AS THE ORIGINAL TESTS.

16. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF EACH PLANT MATERIAL REQUIRED TO ADEQUATELY COVER THE AREA SHOWN ON THE LANDSCAPE PLANS AT THE PRESCRIBED SPACING AND NOTIFYING THE OWNER IMMEDIATELY OF ANY PERCEIVED DISCREPANCIES FOR RESOLUTION. THE PLANT SPACING CONTROLS BED LAYOUT, NOT THE PLAN QUANTITY FOR THAT PARTICULAR BED.

FINE GRADING NOTES

1. FINISHED GRADE IN PLANTING AREAS SHALL BE HELD 3" BELOW THE FINISHED ELEVATIONS SHOWN FOR ALL ADJACENT HARDSCAPE SURFACES.

2. ALL FILL REQUIRED SHALL BE CLEAN, WELL DRAINING SOIL. FILL SHALL BE CLEAN AND FREE OF ALL MATERIAL HARMFUL TO PLANT GROWTH AND DELETERIOUS MATERIAL SUCH AS ROCKS (LARGER THAN 2" DIA.), COMPACTED CLAY, ROADBED OR SURFACING MATERIAL, MUCK, ROOTS AND BRANCHES. ETC.

3. THE LANDSCAPE CONTRACTOR IS TO ENSURE THAT THEIR WORK DOES NOT ADVERSELY IMPACT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

INSTALLATION NOTES

1. PLANT AND LANDSCAPE MATERIALS SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1, AS GIVEN IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, AS PREPARED BY THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.
2. A 3" THICK LAYER OF ORGANIC NON-CYPRESS MULCH SHALL BE APPLIED TO ALL LANDSCAPE AND PLANTING AREAS.
3. ALL EXOTIC VEGETATION TO BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
4. THIS PLAN HAS BEEN DESIGNED TO MEET WITH THE TREE PLANTING REQUIREMENTS CONTAINED WITHIN THE FPL DOCUMENT ENTITLED "PLANT THE RIGHT TREE IN THE RIGHT PLACE."
5. FOR EXISTING OR PROPOSED UTILITIES, NO TREE SHALL BE PLANTED WHERE IT COULD, AT MATURE HEIGHT, CONFLICT WITH OVERHEAD POWER LINES. LARGE TREES [HEIGHT AT MATURITY OF MORE THAN THIRTY (30) FEET] SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF THIRTY (30) FEET FROM THE NEAREST OVERHEAD POWER LINE. MEDIUM HEIGHT TREE [HEIGHT AT MATURITY BETWEEN TWENTY (20) AND THIRTY (30) FEET] SHALL BE OFFSET AT LEAST TWENTY (20) FEET AND SMALL TREES [HEIGHT AT MATURITY OF LESS THAN (20) FEET] REQUIRE NO OFFSET.
6. NO TREE, SHRUBS, HEDGES OR VINES SHALL BE PLANTED WITHIN FIVE (5) FEET OF ANY EXISTING OR PROPOSED UTILITY POLE, GUY WIRE OR-PAD MOUNTED TRANSFORMER. PALMS SHOULD BE PLANTED AT A DISTANCE E UAL TO OR GREATER THAN THE AVERAGE FRONT LENGTH PLUS TWO (2) FEET FROM POWER LINES.
7. WETLAND BUFFERS, BUFFER PROTECTION AREAS, AND UPLAND PRESERVE AREAS SHALL BE PROTECTED FROM EXCAVATION, CONSTRUCTION, AND OTHER BUILDING MAINTENANCE ACTIVITIES.
8. TREES TO REMAIN DURING CONSTRUCTION SHALL BE PROTECTED AND BARRICADED. SEE TREE PROTECTION NOTE.
9. FERTILIZER SHALL BE COMPLETE WITH APPROXIMATELY THE FOLLOWING RATIO: 3N-1P-3K (+1MG FOR PALMS ONLY)
10. TREES AND PALMS ARE TO BE PLANTED IN ACCORDANCE TO LANDSCAPE PLAN. GOOD HORTICULTURAL PRACTICES MUST BE OBSERVED.
11. TREES AND PALMS ARE TO BE PLANTED IN THE RIGHT-OF-WAY (ROW) AT A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB AT LOCATIONS IDENTIFIED ON THE LANDSCAPE PLAN. AWARDED BIDDER SHALL STAKE AND/OR PAINT PLANTING LOCATIONS IN THE FIELD. UPON APPROVAL BY THE CUSTOMER, THESE AREAS SHALL BE SPRAYED WITH AN APPROVED HERBICIDE AND MAINTAINED WEED-FREE FOR THE DURATION OF THE PROJECT.
12. EXCAVATE PLANTING HOLES WITH VERTICAL SIDES. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES. MAKE EXCAVATIONS TWICE AS WIDE AS THE ROOT BALL DIAMETER AND SLIGHTLY LESS (TWO INCHES) THAN THE DISTANCE BETWEEN THE TOP-MOST ROOT IN THE ROOT BALL AND THE BOTTOM OF THE ROOT BALL. ALTERNATIVELY, EXCAVATE THE HOLE SLIGHTLY WIDER THAN THE ROOT BALL AND PLACE THE ROOT BALL IN THE HOLE SO THE TOP-MOST ROOT IS EVEN WITH OR SLIGHTLY (2 INCHES) HIGHER THAN THE SURROUNDING LANDSCAPE GRADE. THEN, LOOSEN THE SURROUNDING SOIL OUT TO A DIAMETER EQUAL TO TWICE THE DIAMETER OF THE ROOT BALL. FINALLY, PUSH THE LOOSENED SOIL TOWARD THE ROOT BALL TO FILL THE HOLE.

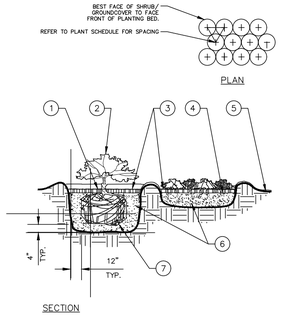
    IF WATER FILLS THE BOTTOM OF THE PLANTING HOLE, ADD SOIL TO THE BOTTOM OF THE HOLE UNTIL THE WATER IS COVERED. PACK THIS ADDED SOIL FIRMLY. PLACE THE ROOT BALL ON THIS PACKED, SOLID SOIL, NOT IN WATER. NO PART OF THE ROOT BALL SHALL BE PLACED IN WATER. IF NECESSARY, BRING IN SOIL SIMILAR TO SITE SOIL TO COVER THE SIDES OF THE ROOT BALL, CREATING A RAISED MOUND. THE BASE OF THE MOUND (I.E. THE OUTER DIAMETER) CREATED SHALL BE AT LEAST SIX TIMES THE DIAMETER OF THE ROOT BALL.

    WHEN PLANTING ON A SLOPE, THE TOP-MOST MAIN ROOT IN THE ROOT BALL SHALL BE EVEN WITH THE GRADE ON THE UPHILL SIDE OF THE TREE. SITE SOIL WILL NEED TO BE ADDED ON THE DOWNHILL SIDE TO COVER THE SIDES OF THE ROOT BALL AND TO CONSTRUCT THE SOIL BERM TO HOLD WATER. THE AMOUNT OF SOIL ADDED ON THE DOWNHILL SIDE WILL DEPEND ON THE SLOPE AND SIZE OF THE ROOT BALL.
13. REMOVE ALL WOOD, PLASTIC, OR GRO-BAGS FROM THE ROOT BALL. SET PLANTS IN CENTER OF HOLES WITH THE TOP-MOST ROOT IN THE ROOT BALL AT THE SAME HEIGHT OR SLIGHTLY (2 INCHES) HIGHER THAN FINISHED LANDSCAPE GRADES AND PLUMB THE TREE SO THE TRUNK IS VERTICAL. BACKFILL FIELD SOIL AROUND SIDES OF ROOT MASS AND WORK EACH LAYER TO SETTLE AND ELIMINATE VOIDS AND AIR POCKETS. MATERIAL MUST BE WATERED IN AS PLANTED. PROVIDE APPROXIMATELY 5 GALLONS OF WATER PER INCH OF TRUNK CALIPER TO THE ROOT BALL ONCE ALL BACKFILL IS FILLED IN AROUND THE ROOT BALL.
14. PROVIDE A 2-3" HIGH SOIL BERM AROUND THE EDGE OF ROOT BALL TO FORM A SHALLOW SAUCER TO COLLECT WATER. THE WATERING SAUCER, REGARDLESS OF HOLE SIZE, IS TO BE AT EDGE OF ROOT BALL. ALTERNATIVELY, COBRA EDGING IS TO BE INSTALLED AT THE EDGE OF THE ROOT BALL.
15. BROADCAST OVER THE ROOT BALL AND BACKFILL SOIL, AT THE RECOMMENDED RATE, A BROAD-SPECTRUM PRE-EMERGENT HERBICIDE PRIOR TO MULCHING.
16. APPLY A CONTROLLED-RELEASE FERTILIZER TO THE SOIL SURFACE UNDER THE MULCH AT 1LB. NITROGEN PER 1000 FT2, PRIOR TO MULCHING. NO OTHER AMENDMENTS ARE NECESSARY.
17. ON TREES UP TO 4" CALIPER, APPLY A THREE (3) -INCH LAYER OF MULCH TO AN EIGHT (8) -FOOT DIAMETER CIRCULAR AREA AROUND THE TRUNK. ON LARGER CALIPER TREES, APPLY A TWO (2) -FOOT DIAMETER MULCH AREA FOR EACH INCH OF TRUNK CALIPER. NO MULCH SHALL BE APPLIED TO THE INNER HALF OF THE ROOT BALL SURFACE.
18. TREES AND PALMS ARE TO BE SECURED BY AWARDED BIDDER AS SHOWN IN EXHIBITS A-C, (NOTE: STAKING IS OPTIONAL FOR MORE PROTECTED LOCATIONS).
19. A REPRESENTATIVE WILL INSPECT TREES AND PALMS DURING INSTALLATION. MATERIAL THAT IS IN SHOCK OR HAS BEEN DAMAGED DURING INSTALLATION SHALL BE REPLACED BY AWARDED BIDDER WITHIN FIVE (5) WORKING DAYS FROM NOTIFICATION.
20. REMOVE FROM WORK SITE ALL EXCESS MATERIALS (E.G., SOIL, DEBRIS AND EQUIPMENT) DAILY THROUGH DURATION OF PROJECT. DAMAGES RESULTING FROM INSTALLATION SHALL BE REPAIRED BY AWARDED BIDDER.
21. PRUNING: IF THERE IS A DOUBLE LEADER IN THE TOP HALF OF THE TREE, SHORTEN ONE, BY ABOUT ONE-HALF, BACK TO A LIVE BRANCH THAT POINTS AWAY FROM THE TREE AND IS AT LEAST ONE-THIRD THE DIAMETER OF THE CUT LEADER. REMOVE BROKEN PORTIONS OF DAMAGED BRANCHES BACK TO A LIVE LATERAL BRANCH.
22. REMOVE ALL STRING OR WIRE WRAPPED AROUND THE TRUNK. REMOVE ALL STRAPS, ROPE AND STRING USED TO LIFT THE ROOT BALL. REMOVE ALL BURLAP AND WIRE FROM THE TOP OF THE ROOT BALL.

ACCEPTANCE NOTES

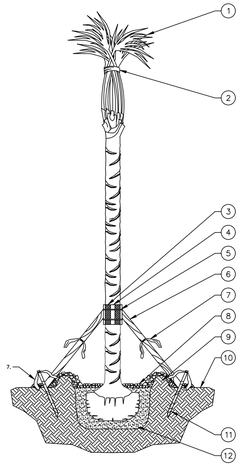
1. INSPECTION TO DETERMINE ACCEPTANCE OF PLANTED AREAS WILL BE MADE BY THE CUSTOMER REPRESENTATIVE UPON AWARDED BIDDER'S REQUEST. PROVIDE NOTIFICATION A MINIMUM OF FIVE (5) WORKING DAYS BEFORE REQUESTED INSPECTION DATE.

    PLANTED AREAS WILL BE ACCEPTED PROVIDED ALL REQUIREMENTS, INCLUDING MAINTENANCE, HAVE BEEN SATISFIED AND PLANT MATERIALS ARE IN A HEALTHY, VIGOROUS CONDITION.
2. THE CUSTOMER REPRESENTATIVE WILL PREPARE A "PUNCH LIST" OF THOSE ITEMS, WHICH MUST BE CORRECTED BEFORE RE-INSPECTION FOR FINAL ACCEPTANCE. THE REPRESENTATIVE WILL DETERMINE AN APPROPRIATE TIME PERIOD FOR CORRECTIONS. AWARDED BIDDER MUST REQUEST RE-INSPECTION TWO (2) WORKING DAYS IN ADVANCE.



SHRUB /GROUNDCOVER PLANTING

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" – 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES– PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND– COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.



PALM TREE PLANTING

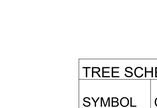
NOTES:

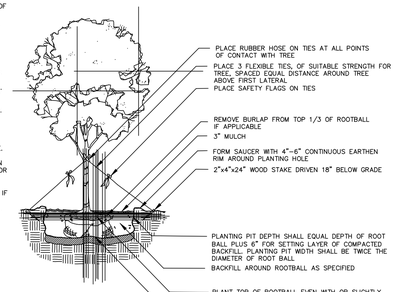
A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

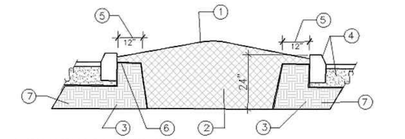
1. MINIMUM OF NINE (9) GOOD PALM FRONDS
2. PRUNE AND TIE FRONDS WITH HEMP TWINE. CABBAGE PALMS TO BE "HURRICANE CUT"
3. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
4. FIVE 2" X 4" X 18" WOOD BATTENS.
5. SECURE BATTENS WITH 2–3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
6. ATTACH 3–2" X 4" X 8" (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. FLAG AT MIDPOINT AND AT BASE.
7. PROVIDE FLAGGING
8. 3" MULCH
9. BERM SOIL TO HOLD WATER
10. FINISH GRADE
11. 2" X 4" X 24" (MIN.) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES
12. PREPARED PLANTING SOIL MIX AS SPECIFIED. COMPACT BENEATH ROOT BALL.





TREE PLANTING DETAIL

N.T.S.



1. CROWN MEDIANS @ 4:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING SOIL MIX. BOTTOM OF PIT TO BE NATIVE SOIL.
3. PROVIDE CONTINUOUS "DEEP ROOT"/ ROOT BARRIER. (WHEN SPECIFIED).
4. PROTECT AND RETAIN ALL CURBS AND BASE.
5. PROVIDE 12" DEAD ZONE @ CURB EDGES.
6. PROVIDE 2" FROM TOP OF CURB TO FINISH GRADE TO ALLOW FOR MULCH OR SOD. PROVIDE 4" MINIMUM TOPSOIL ABOVE COMPACTED SUBGRADE FOR SOD (TYP).
7. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).

GENERAL NOTES

A. VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION ACTIVITY.

B. EXCAVATE ENTIRE AREA UNDER ALL SHRUBS/GROUNDCOVER/TREES.

C. ALL MEDIANS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS OR DO NOT MEET LOCAL REQUIREMENTS.

TYPICAL LANDSCAPE MEDIAN

SECTION N.T.S.

TREE SCHEDULE

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE
TREES					
	AR2	3	Florida Flame Red Maple / Acer rubrum `Florida Flame`	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	CD	6	Pigeon Plum / Coccoloba diversifolia	12` HT. x 6` Spr. Min,	Yes
	CE2	25	Green Buttonwood / Conocarpus erectus	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	CS3	24	Silver Buttonwood / Conocarpus erectus sericeus	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	ED	11	Japanese Blueberry Tree / Elaeocarpus decipiens TM	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	No
	LM3	3	Lavender Crape Myrtle / Lagerstroemia x `Muskogee`	2.5" DBH, 12` Ht. x 5` Spr. Min., Multi-trunk, 5` ct.	No
	PD	13	Slash Pine / Pinus elliottii densa	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	QV2	14	Southern Live Oak / Quercus virginiana	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
	TD2	3	Bald Cypress / Taxodium distichum	2.5" DBH, 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes
PALMS					
	SS	40	Cabbage Palmetto / Sabal palmetto	30% @ 12` ct., 35% @ 15` ct., 35% @ 18` ct., Stagger Hts. within groups	Yes

SHRUB SCHEDULE

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	SPACING
SHRUB AREAS				
CG	52	Small Leaf Clusia / Clusia guttifera	3 gal., 24" Ht. min., Full	24" o.c.
VS	118	Sandankwa Viburnum / Viburnum suspensum	3 gal., 24" Ht. min., Full	24" o.c.

PLANT SCHEDULE

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE
SHRUBS				
CR	177	Red Tip Coco Plum / Chrysobalanus icaco 'Red Tip'	3 Gal, 36" Ht, Full	Yes

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

4600 Okeechobee Road
City of Fort Pierce Florida
Landscape Specifications

Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of the designer.

REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUGHTON LA0000905 STATE OF FLORIDA

Job No.	2022-07
Drawn By	EB
Checked By	MH
Approved By	MH
Submittal Dates	02-01-23
Revision Dates	10-30-24
	02-20-25 06-24-25

LP-2

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

HJA Design Studio
50 SE Ocean Blvd., Suite 101
Stuart, FL 34994

Subject: Site Plan (Development and Design Review) & Conditional Use – Okeechobee Road Flex Space – Parcel IDs: 2419-122-0001-040-6 & 2419-122-0001-050-9 – Technical Review Committee Comments for March 16, 2023, TRC Meeting
Project#: 23-07000006

City of Fort Pierce Planning Department

1. The buildings have a gross floor area of 39,450 SF, the necessary parking spaces would be 66 spaces. What is provided is just short of that calculation.

2. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

3. City Code 125-317 (b) requires sidewalks or sidewalk linkages to be provided by the property owner or permit applicant whenever a permit is issued for the construction of a new duplex, multifamily, commercial, or office structure.

4. Prior to the issuance of Building Permit approval, 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 provided.

5. After completion of the Unity of Title and Lot Combination, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building and residential unit.

6. Has there been any consideration for electric charging stations?

Fort Pierce Engineering Department

Comments may be forthcoming

Fort Pierce Building Department

1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

2. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

3. Property exists in a Special Flood Hazard Area. All Federal and State requirements shall be addressed.

4. Flood Development Permit required

5. Signed and sealed construction drawings required.

6. Will need to meet the Fire Code.

7. Flexspace is not defined in the Florida Building Code. The applicant shall specify the intended use for each occupancy on the plan before submitting for review.

Fort Pierce Police Department

1. Temporary approval at this time pending a photometric plan. Please ensure project site is illuminated to or beyond the standards set forth by Fort Pierce City Code standards. No additional comments at this time.

St. Lucie County Planning Department

Comments may be forthcoming

St. Lucie County PW/Engineering

Comments may be forthcoming

City Clerk Office

Comments may be forthcoming

Code Enforcement

Comments may be forthcoming

Fort Pierce Utilities Authority

FPUA W/WW Engineering: Approved as noted,

FPUA has Water and sewer available to serve this site. Please submit 3 complete sets of utility

construction plans along with a completed plan review application to the Water and Wastewater Engineering Department for review, at 1701 S 37th Street Fort Pierce Florida. For more information please contact John Biggs at 772 466 1600 ext. 3474.

FPUA Electric & Gas Engineering: FPUA Electric & Gas Engineering has reviewed the application. Approved w/ conditions. Electric and gas services are available. Please be advised that there are existing underground electric primary and secondary lines within the footprints of Building B, Building C, and the dry retention area. Since there is an existing utility easement and no buildings or structures can be erected or placed on these facilities, the lines will need to be relocated at the owner's expense prior to any vertical construction.

Please contact Sal Scimeca for electric customer requirements and project coordination.
Sal Scimeca
Engineering Technician II
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

Please contact Billy Dupre for gas customer requirements.
Billy Dupre
Business Development Representative
Gas Operations
Fort Pierce Utilities Authority
1701 S 37th Street
Fort Pierce FL 34947
E: bdupre@fpua.com
C: 772-216-3498
O: 772-466-1600 X4705
F: 772-468-2413

St. Lucie County Fire District

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

3. Please send the Fire District electronic plans for the site and buildings.

4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.

5. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 116.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5)

6. Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.

7. Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.

8. The Fire District reserves the right for future comments at the site plan & building construction phase.

9. FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).

10. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.

11. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft.
Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.

12. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.

13. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".

14. Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).

15. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without

interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.

16. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.

17. Minimum Size of Water Mains
    The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

18. Two-Way Radio Enhancement Systems/BDAS shall be installed, inspected and operationally tested in accordance with the manufacturer's published requirements, by the local fire department, and comply with the most current edition of the Florida Fire Prevention Code and its incorporated standards and codes. Pre-surveys of radio signal strength shall be submitted to the Fire Marshal in the form of heat signature mapping or a certification document of radio signal strength provided by a licensed engineer.

19. Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.

20. Site Plans submitted in accordance with this Fire Prevention Code shall include the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.

Florida Department of Transportation

1. The Okeechobee Road Flex Space applicant should contact FDOT to request an access Pre-Application meeting to evaluate proposed connections. Additional comments may be forthcoming.

St. Lucie County School Board

Comments may be forthcoming

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Ryan Altizer, Senior Planner

From : Selena Griffett, P.E.

Thru : Tracy Telle, Assistant City Engineer

Re : Okeechobee Road Flex Space Site Plan Resubmittal
4646 Okeechobee Road

Date : November 17, 2023

This is to advise you that we have completed the review of the following documents as received by this office on November 15, 2023:

- ☐ Development Permit Compliance Review
- ☐ Construction Drawings
- ☒ Site Plan
- ☐ Test Reports & Related Documents
- ☒ Conditional Use
- ☐ Record Drawings
- ☐ Permits
- ☐ Other _____

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☒ Do Not Recommend
- ☒ Approval
- ☐ Variance Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See Attached for Comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. The Site Data information identifies an incorrect parcel number and being as there are two parcels shouldn't there be two parcel numbers?
2. Property Appraiser site shows addresses as 4600 and 4650 Okeechobee Road. Submittal references 4646 Okeechobee Road, please confirm the correct address.
3. The Location Map on the site plan should highlight the general location of the site.
4. Provide a note on the site plan that the development adheres to the standards specified in the City of Fort Pierce Code of Ordinances Sections 119 and 125.
5. Show a separate pedestrian access at the dumpster.
6. The Portofino Landings plat shows the Ingress/Egress easements (Tract C) on Parcel 3. The Warranty Deed for Parcels 2419-122-001-040-6 and 2419-122-0001-050-9 at OR Book 4570 Page 1698 notes that the property is subject to easements, restrictions, and reservations of record. Please provide documentation that these easements have been vacated and that the SLC Fire District is agreeable to the termination of the access.
7. **Advisory Comments:**
    a. Prior to DPCR approval the two parcels of land shall be combined into one parcel by filing of a Unity of Title of other acceptable means.
    b. The drainage plan reflects a positive connection to a system located off-site. Acceptance by the owner of this drainage system shall be provided at the time of DPCR review.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Ryan Altizer, Senior Planner
RE:	**Okeechobee Road Flex Space – Site Plan & Conditional Use – 23-07000006** **4646 Okeechobee Road**
BOARD DATE:	March 16, 2023

Resubmittal of a Site Plan & Conditional Use for Okeechobee Road Flex Space

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Site Plan (development and design review) and Conditional Use for 4646 Okeechobee Road.

Please send all comments to raltizer@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Ryan Altizer, Senior Planner
RE:	**Okeechobee Road Flex Space – Site Plan & Conditional Use – 23-07000006** **4646 Okeechobee Road**
BOARD DATE:	March 16, 2023

Site Plan & Conditional Use for Okeechobee Road Flex Space

The above referenced project is being submitted for your review and comments. The applicant is requesting a Site Plan (development and design review) and Conditional Use for 4646 Okeechobee Road.

Please send all comments to raltizer@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

If you have comments, please respond prior to Tuesday, March 14, 2023. If you have any questions, please contact the Planning Department at 772-467-3737 or my direct line at 772-467-3742.

Thank you.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Okeechobee Road Flex Space – 4600 Okeechobee Rd

REVIEW DATE: 11/27/2024

PLANNER: KERRY DRIVER

REVIEWED BY: Captain Andres Elizondo, Lt Jesse Almand

Site Plan Approved: _____

Site Plan Approved with conditions: _____

Site Plan Approval pending written acknowledgement of conditions: ___X_____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please send the Fire District revised electronic plans for the site and buildings.**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
5. **Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5).

6. **Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.**

7. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.**

8. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

9. **FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).**

10. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**

11. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.**

12. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**

13. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

14. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**

15. **The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**

16. **Minimum Size of Water Mains**
    The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

17. **Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.**

18. **Site Plans submitted in accordance with this Fire Prevention Code shall include the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.**

GC

Grant M. Chambers<Grant.M.Chambers@stlucieco.gov>

Reply | Reply all | Forward

To: Kerry Driver; Selena Griffett

Wed 12/18/2024 9:59 AM

Cc: Kevin Freeman

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good morning,

No issues accessing the file. The adjacent roadways are FDOT. County public works has no comments.

Thank you,

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW

Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	KERRY DRIVER, Planner
RE:	**Okeechobee Road Flex Space – Site Plan & Conditional Use – 23-07000006** **4600 Okeechobee Road**
BOARD DATE:	March 16, 2023 (TRC)

Resubmittal of a Site Plan & Conditional Use for Okeechobee Road Flex Space
Resubmittal DATE: November 21, 2024

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Site Plan (development and design review) and Conditional Use for 4600 Okeechobee Road.

Please send all comments to kdriver@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

HJA Design Studio
50 SE Ocean Blvd., Suite 101
Stuart, FL 34994

Subject: Site Plan (Development and Design Review) & Conditional Use – Okeechobee Road Flex Space – Parcel IDs: 2419-122-0001-040-6 & 2419-122-0001-050-9 – Technical Review Committee Comments for March 16, 2023, TRC Meeting
Project #: 23-07000006
Resubmittal Date: November 22, 2024
Comments Resubmittal Date: January 9, 2025

City of Fort Pierce Planning Department
Advisory Comments:
Prior to the issuance of Building Permit approval:

1. 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 provided.
2. After completion of the Unity of Title and Lot Combination, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building and residential unit.
3. A notarized Landscape Maintenance Agreement is required

Fort Pierce Engineering Department
Do Not Recommend: Approval

1. Design Review submittal requires a 1"=30' minimum scale survey. (Code Section 125-313)
2. Development Review requires Environmental Impact Report and Traffic Impact Report.
3. The Site Data information identifies incorrect parcel numbers and incorrect area.
4. Provide a note on the site plan that the development adheres to the standards specified in the City of Fort Pierce Code of Ordinances Sections 119 and 125.
5. Ensure updated dumpster enclosure detail is included.
6. Show separate pedestrian access to the dumpsters.
7. Extend new asphalt to connection with ingress/egress roadway (N/S/W connection).
8. Relocate all plantings from within the limits of the proposed detention area.
9. The Portofino Landings plat shows the Ingress/Egress easements (Tract C) on Parcel 3. The Warranty Deed for Parcels 2419-122-001-040-6 and 2419-122-0001-050-9 at OR Book 4570 Page 1698 notes that the property is subject to easements, restrictions, and

reservations of record. Please provide documentation that these easements have been vacated and that the SLC Fire District is agreeable to the termination of the access.

10. General Note 1 generally does not apply as there is no adjacent City Right-of-Way. The Property Owner will be responsible to provide pickup, removal, and disposal of litter and maintenance of the area in coordination and compliance with existing ingress/egress easements with adjacent property owners.

Advisory Comments:

a. Prior to DPCR approval the two parcels of land shall be combined into one parcel by filing of a Unity of Title or other acceptable means.
b. The drainage plan will be fully reviewed when building plans are submitted.

St. Lucie County Fire District

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Please send the Fire District electronic plans for the site and buildings.
4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.
5. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 116.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5)
6. Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.
7. Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.
8. The Fire District reserves the right for future comments at the site plan & building construction phase.
9. FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).
10. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.
11. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft.

Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.

12. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.
13. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".
14. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The location of connections shall be based upon the access requirements of the fire department.
15. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.
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17. Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.
18. Site Plans submitted in accordance with this Fire Prevention Code shall include the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.

Florida Department of Transportation

1. The Okeechobee Road Flex Space applicant should contact FDOT to request an access Pre-Application meeting to evaluate proposed connections. Additional comments may be forthcoming.
    a. Larry Hymowitz
       Planning Specialist, Policy and Mobility Planning Section
       954-777-4663 larry.hymowitz@dot.state.fl.us

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Planner

From : Selena Griffett, P.E. sdg

Thru : Tracy Telle, Engineering Manager

Re : Okeechobee Road Flex Space – 4646 Okeechobee Road
Site Plan & Conditional Use
TRC No. 23-0700006

Date : January 3, 2025

This is to advise you that we have completed the review of the following documents as received by this office on November 26, 2024:

- ☐ Development Permit Compliance Review
- ☒ Site Plan
- ☒ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other _____

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☒ Do Not Recommend
- ☒ Approval
- ☐ Variance Approval
- ☐ C/O

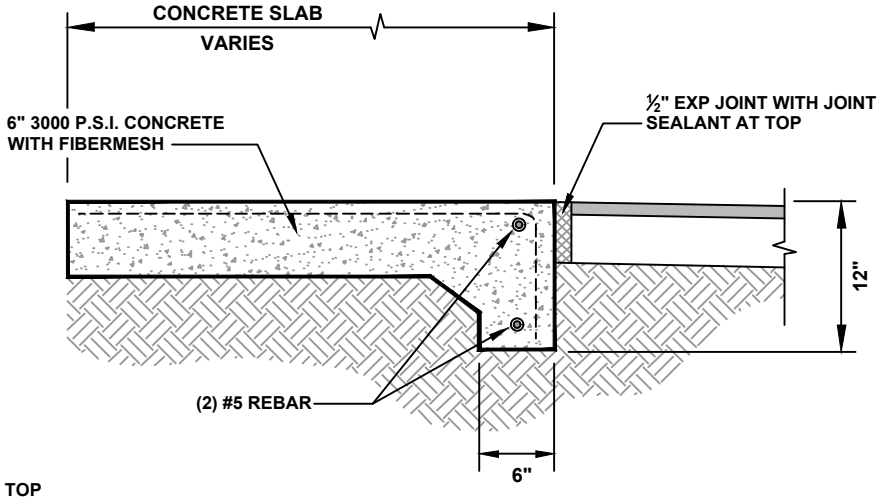
Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See Attached for Comments

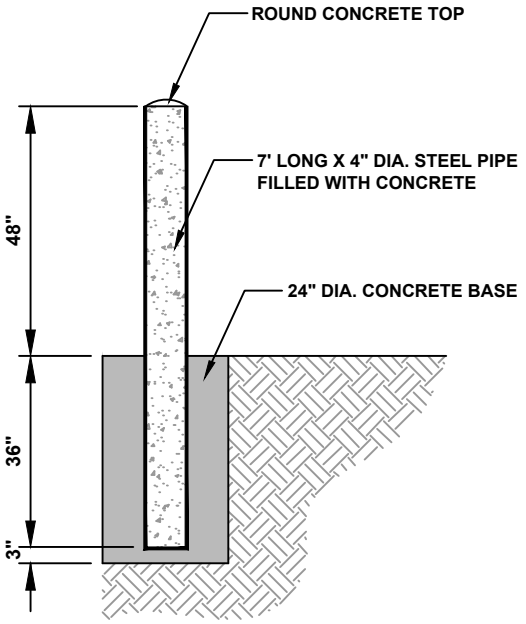
100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

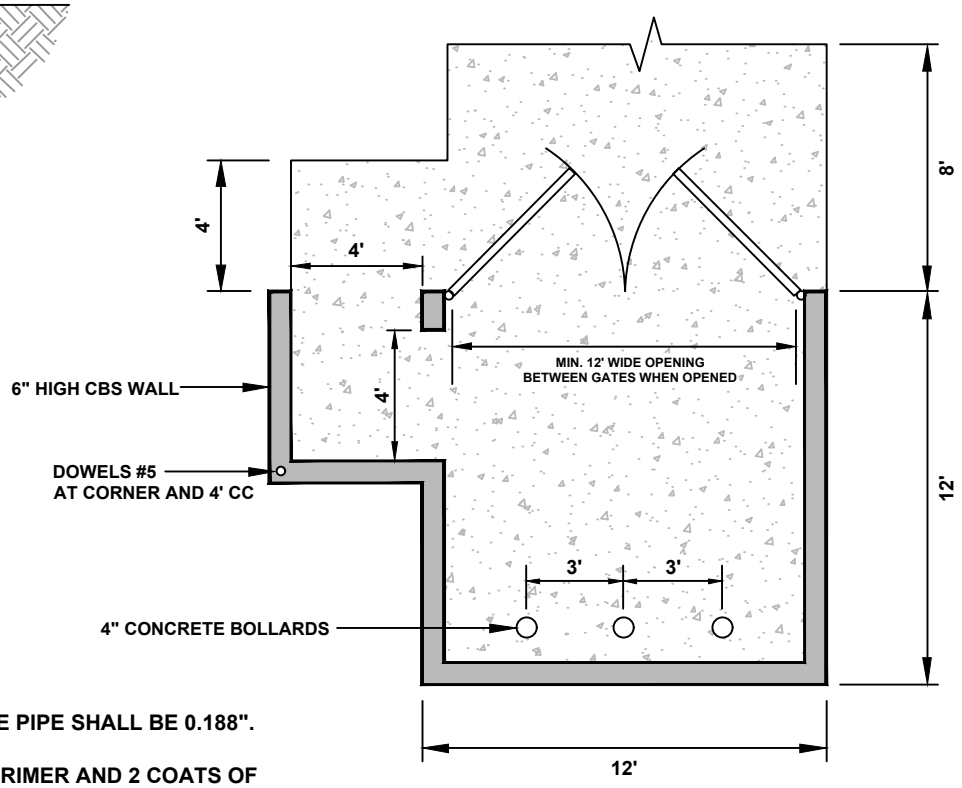
1. Design Review submittal requires a 1"=30' minimum scale survey. (Code Section 125-313)
2. Development Review requires Environmental Impact Report and Traffic Impact Report.
3. The Site Data information identifies incorrect parcel numbers and incorrect area.
4. Provide a note on the site plan that the development adheres to the standards specified in the City of Fort Pierce Code of Ordinances Sections 119 and 125.
5. Ensure updated dumpster enclosure detail is included.
6. Show separate pedestrian access to the dumpsters.
7. Extend new asphalt to connection with ingress/egress roadway (N/S/W connection).
8. Relocate all plantings from within the limits of the proposed detention area.
9. The Portofino Landings plat shows the Ingress/Egress easements (Tract C) on Parcel 3. The Warranty Deed for Parcels 2419-122-001-040-6 and 2419-122-0001-050-9 at OR Book 4570 Page 1698 notes that the property is subject to easements, restrictions, and reservations of record. Please provide documentation that these easements have been vacated and that the SLC Fire District is agreeable to the termination of the access.
10. General Note 1 generally does not apply as there is no adjacent City Right-of-Way. The Property Owner will be responsible to provide pickup, removal, and disposal of litter and maintenance of the area in coordination and compliance with existing ingress/egress easements with adjacent property owners.
11. **Advisory Comments:**
    a. Prior to DPCR approval the two parcels of land shall be combined into one parcel by filing of a Unity of Title or other acceptable means.
    b. The drainage plan will be fully reviewed when building plans are submitted.



FOOTER FOUNDATION



BOLLARD



GENERAL CONSTRUCTION NOTES

- THE MINIMUM WALL THICKNESS OF THE PIPE SHALL BE 0.188".
- ALL POSTS SHALL HAVE 2 COATS OF PRIMER AND 2 COATS OF YELLOW TOP COAT, UNLESS OTHERWISE NOTED.
- THE PRIMER COAT SHALL MEET THE REQUIREMENTS OF FDOT 971-5.
- ALL CONCRETE SHALL BE FDOT CLASS 1.

Q:\Engineering CADD Files\Drawings\Reference\City Details\City Details 2018\000 Dumpster Enclosure Detail.dwg

THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

DUMPSTER ENCLOSURE DETAIL

DATE:	MAY 2022
SCALE:	N.T.S.
DRAWN:	D.SUMNER

SHEET

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Site Plan (Conditional Use)– Project#: 23-07000006** **2419-122-0001-050-9 (4600 Okeechobee Rd.)**
BOARD DATE:	November 17, 2023
Resubmit Date:	March 17, 2025

Resubmittal of Site Plan & Conditional Use at Parcel ID: 2419-122-0001-050-9

The above referenced project is being resubmitted for a second review and comments. The applicant is requesting a Development Review for a Site Plan at Parcel ID: 2419-122-0001-050-9, 4600 Okeechobee Rd.

Please send all comments to kdriver@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,

Kerry

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E – City Engineer

Re : Okeechobee Road Flex Space – 4646 Okeechobee Road
Site Plan & Conditional Use
TRC No. 23-0700006

Date : April 1, 2025

This is to advise you that we have completed the review of the following documents as received by this office on March 17, 2025:

- ☐ Development Permit Compliance Review
- ☒ Site Plan
- ☒ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other _____

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☒ Approval
- ☐ Variance 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 Advisory Comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ADVISORY COMMENTS:

1. Prior to DPCR approval the two parcels of land shall be combined into one parcel by filing of a Unity of Title or other acceptable means.
2. The drainage plan will be fully reviewed when building plans are submitted.
3. The Environmental Report will need to be updated prior to earthmoving activities.
4. Prior to DPCR approval, provide SLCFD documentation that existing fire connection is not needed.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Okeechobee Road Flex Space – 4600 Okeechobee Rd

REVIEW DATE: 11/27/2024

PLANNER: KERRY DRIVER

REVIEWED BY: Captain Andres Elizondo, Lt Jesse Almand

Site Plan Approved with conditions: ____X___

The Following Revisions Are Necessary:

1. ~~**Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com**~~ **Received 3/27/2025**

2. ~~**Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**~~ **Received 4/21/2025**

3. ~~**Please send the Fire District revised electronic plans for the site and buildings.**~~ **Received 3/27/2025**

4. ~~**A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**~~ **Received 3/27/2025**

5. ~~**Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2.5).**~~ **Received 3/27/2025**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

6. ~~**Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power.**~~ **Received 3/27/2025**

7. ~~**Per the St. Lucie County Fire District Fire Prevention Code Resolution 690-20. At Least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access. Including, but not limited to trees, canopies, etc.**~~ **Received 3/27/2025**

8. ~~**The Fire District reserves the right for future comments at the site plan & building construction phase.**~~ **Received 3/27/2025**

9. ~~**FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 13R sprinklered protected buildings).**~~ **Received 3/27/2025**

10. ~~**Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**~~ **Received 3/27/2025**

11. ~~**Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft.**~~ **Received 3/27/2025**

12. ~~**Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**~~ **Received 3/27/2025**

13. ~~**An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".**~~ **Received 3/27/2025**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

14. ~~**Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**~~ **Received 3/27/2025**

15. ~~**The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**~~ **Received 3/27/2025**

16. ~~**Minimum Size of Water Mains**~~
~~**The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.**~~ **Received 3/27/2025**

17. ~~**Provide the fire district the Pre-Construction Site Checklist Affidavit. This affidavit shall include the pre-construction fire protection plan, pre-construction fire department access roads, and pre-construction on-site credible water supply for your development and or project (the affidavit can be found at http://www.slcfd.com/182/Applications-Permits under fire permits.**~~ **Received 3/27/2025**

18. ~~**Site Plans submitted in accordance with this Fire Prevention Code shall include the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.**~~ **Received 3/27/2025**

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

April 18, 2025

THIS PRE-APPLICATION LETTER IS VALID UNTIL – April 18, 2026
THIS LETTER IS NOT A PERMIT APPROVAL

Damian Brink
St. Lucie Kings, LLC
101 Pugliese's Way, Suite 200, Delray Beach, Florida 33444

Dear Damian Brink:
RE: Pre-Application Review for **Category B Safety Upgrade,** Pre-Application Meeting Date: **4/17/2025, 10:00 AM**
St. Lucie County - Fort Pierce; SR 70; Sec. # 94030000; MP: 22.3; Access Class - 05;
Posted Speed - 45; SIS - Influence Area; FDOT Ref. Project: N/A

Request: Utilize existing full access driveway and private road along the north side of SR 70, located approximately 700 feet north of McNeil Road.

SITE SPECIFIC INFORMATION
Project Name & Address: **4600 Okeechobee Flex Space – 4600 Okeechobee Rd., Fort Pierce, Florida 34947**
Property Owner: **St. Lucie Kings, LLC**; Parcel Size: **3.6 Acres**
Development Size: **36,790 SF Warehouse**

NO OBJECTION

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Comments:
- All driveways not approved in this letter must be fully removed and the area restored.
- Drainage mitigation is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage.). The drainage mitigation shall meet all FDOT Drainage Manual criteria and will be reviewed/approved as part of an access permit.
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval**. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.
Please contact the District Traffic Operations Access Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,

Roya Edwards, AICP
District Traffic Operations Access Manager

cc: Nesa Harden
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2025-04-17\Pre-App 03 94030000 MP 22.40 SR 70 4600 Okeechobee Flex Space\94030000 MP 22.40 SR 70 4600 Okeechobee Flex Space.docx

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, JUNE 9, 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

Mr. Edwards entered the meeting at 2:02 PM.

Present: Ryan Collins; Nichelle Clemons; Clayton Johnson; Justine Carter; Christopher Widing; Alexander Edwards; Anton Kreisl, Chairman

Staff Present: Kev Freeman, Planning Director
Vennis Gilmore, Senior Planner
Kerry Driver, Senior Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the May 12, 2025 meeting

Motion was made by Nichelle Clemons, and seconded by Clayton Johnson to approve the minutes from the May 12, 2025 meeting with one change.

AYE: Clayton Johnson, Justine Carter, Christopher Widing, Ryan Collins, Nichelle Clemons, Chairman Anton Kreisl

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. PZFLU2025-00002
Future Land Use Map Amendment and Zoning Atlas Map Amendment - Moore's Creek Model Block Redevelopment
Parcel ID(s): 2410-604-0107-000-9, 2410-604-0112-000-7, 2410-604-0115-000-8 and 2410-601-0207-000-1

Mr. Freeman gave an overview of the applications and answered questions from the Board. He stated that in April 2023, the City of Fort Pierce, Fort Pierce Redevelopment Agency (FPRA), and St. Lucie County entered into an interlocal agreement to collaboratively develop a number of lots on Avenue D between 7th and 8th Street and Avenue C. Mr. Freeman stated a request for proposal (RFP) went out for affordable housing and a bidder was chosen. He said the purpose of the Future Land Use Map Amendment and rezoning is to enable properties to be classed as commercial so they can use the Live Local Act to develop. Mr. Freeman explained, that unusually, in terms of the Live Local Act application, the city, county and Fort Pierce Redevelopment agency will have overall control of what gets built. The RFP proposed a mixed-use development with a small amount of commercial space, veterans housing and apartments. He said all four parcels are in St. Lucie county ownership and are designated Residential Medium Future Land Use and have a zoning of R-4. Mr. Freeman said they are still awaiting the final site plan proposal which will need to be approved by the three parties involved. He said most of the property in the block is already designated commercial and there is a church in the middle that has been approached to become part of the solution to the development of the property.

Ms. Clemons asked what the city has in place to mandate that the developer stay within the guidelines as opposed to going to the Live Local Act. Mr. Freeman said the developer can use the Live Local Act, but they do not have control of the property. The City of Fort Pierce, St. Lucie County and the Fort Pierce Redevelopment agency will determine what gets approved on the site.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval of the small-scale future land use to the City Commission.

AYE: Justine Carter, Christopher Widing, Alexander Edwards, Ryan Collins, Nichelle Clemons, Clayton Johnson, Chairman Anton Kreisl

Passed

Motion was made by Nichelle Clemons, and seconded by Christopher Widing to forward a recommendation of approval of the rezoning to the City Commission.

AYE: Christopher Widing, Alexander Edwards, Ryan Collins, Nichelle Clemons, Clayton Johnson, Justine Carter, Chairman Anton Kreisl

Passed

7. NEW BUSINESS

a. **PZANN2024-00003**
Annexation - Tall Pines
Parcel ID(s): 1433-210-0003-000-9 and 1433-310-0002-000-9

Mr. Gilmore gave an overview of the application and answered questions from the Board. He said the application is requesting the annexation of two (2) parcels into the City. The subject properties have a St. Lucie County Future Land Use Designation of RM, Residential Medium, and a St. Lucie County Zoning designation of RMH-5, Residential, Mobile Home – 5/du. The proposed Future Land Use Designation for the parcels is RL, Residential Low-Density, with a Zoning Classification of R-1, Single Family Low-Density Residential Zone. He said currently, the land is an existing 55-plus Mobile Home community. Mr. Gilmore said the current taxable value of the property is $10,607,900. He showed the Future Land Use comparison showing the maximum build-out potential with a decrease of 104 units.

Chairman Kreisl asked if a service agreement was in place with Fort Pierce Utilities Authority (FPUA). Mr. Gilmore said they currently use water/wastewater with FPUA. Chairman Kreisl said the city should focus on annexations that are more contiguous to parts of the city and to be mindful if the annexation is helping the city or making it more difficult.

Erin Lees, Applicant Representative from WGI, gave a presentation on the annexation and master planned development. She stated Tall Pines is currently an RV park and the proposal is for a 33-lot long-term recreational vehicle park and an addition of eight (8) manufactured homes. Ms. Lees said the subject site received major site plan approval in 1990 and a minor site plan revision in 1994 through St. Lucie County. She said the property abuts the city to the south and is within the FPUA service area. Ms. Lees stated the site currently consists of 214 manufactured homes, 40 unoccupied manufactured home lots, a clubhouse, and amenities on 41.38 acres. She stated access to the site is available off Bryant Road and Cherokee Avenue and access to the RV park is through a gated entrance from Bryant Road. Ms. Lees said the parking lot to the east of the entrance is proposed to be improved, as well as the addition of a pool and cabana. She said the pickleball courts and bocce courts that are currently onsite will be relocated. Ms. Lees noted there are no current code enforcement violations in St. Lucie County. She explained four meetings with the residents were held and several changes or conditions were identified. Ms. Lees highlighted the recent improvements to the property, including a new entrance sign, fishing pier, outdoor kitchen, pickleball court improvements, and clubhouse interior and pool renovations.

Ms. Lees answered questions from the Board about the unique setbacks, updated meetings with residents, and St. Lucie County zoning not allowing the requested recreational vehicle park.

Several Tall Pines residents spoke against the annexation.

Stanley Czepiel, President of Tall Pines HOA, provided a handout to the Board, and he spoke about the conditions, buffers and width of the roads being an issue for the RVs.

Mike Befalco, resident of Tall Pines, provided a handout to the Board with lots of questions from the Tall Pine residents regarding the ordinances not being followed. He asked what benefits the residents would get by being annexed into the City of Fort Pierce. Mr. Befalco also spoke about the road improvements needed and the buffer.

Peter Macomber, director of the Tall Pines HOA, said the project is impractical and is not going to fit. Mr. Macomber, a two-year resident of Tall Pines, noted all the improvements shown in the applicants' presentation haven’t been made recently and there’s nothing new. He said the project would make their life at Tall Pines miserable.

Alan Kinney, resident of Tall Pines, voiced his concerns about the quality of the Fort Pierce Police department and the police department not being able to handle a new piece of property.

Nancy Wall, resident of Tall Pines, provided handouts to the Board, and stated she does not believe the city would want to partner with the owner of Tall Pines because of disrepair. She provided several examples in a handout to the Board.

Karen Ellsword, resident of Tall Pines, said the entrance to the park via Seneca Road is very busy and not wide enough for construction work trucks and big vehicles.

Christie Wicks, president of the social club at Tall Pines, said the area where the eight (8) mobile homes are going to be placed has been a dumping ground for past hurricanes and everything that was placed underground is rotting. Ms. Wicks said there is a problem with back taxes, and the owners of the mobile home park are putting it on the residents.

Dan Terroni, resident of Tall Pines, stated he was concerned about the impact on law enforcement since the Fort Pierce Police department is understaffed and stressed. He said the police department projected an additional 2.9 officers would need to be hired to satisfy the needs of the annexation, which would create eben more stress for the police department.

Chris Konow, resident of Tall Pines, said he is a second-generation resident of Tall Pines. He said the RV park is the biggest issue for most of the residents.

Sue Davidson, resident of Tall Pines, said the ground is sinking where an additional eight (8) homes are proposed to be built. She also said the roads would not be able to handle the wear and tear of the garbage trucks for individual trash pick-up.

Helen Rychlicki, a second-generation resident of Tall Pines, stated she does not want the noise from the RV park. She said it was stated that the entrance to the proposed RVs is from the west gate, which enters into the park where many residents live.

Sharon Minster, resident of Tall Pines, stated the pickle ball court has not been repaired and there are holes in the parking lot that the owner refuses to fix, and the owners won't listen to the residents.

Michael Guay, a resident of Tall Pines, said he has mentioned to the workers that settling around a storm hole means there is a leak underground and the ground is washing away. Mr. Guay said it has been like that for three years and is getting worse. He stated that half the lounge chairs by the swimming pool have been in a storage closet and half of the tables and chairs have been removed. Mr. Guay said locks have been put on the grills so they cannot be used at their leisure. He noted the planning is very poor, and Aspire didn't follow the county rules, so why would they follow the city rules. Mr. Guay concluded by saying they would bring big dollars to the city and big problems.

Susan Dulick, a resident of Tall Pines, provided the Board with a handout of the repairs done on the roads. She stated the water quality is bad and brown. Ms. Dulick said there is a lot of work that needs to be done, and she wouldn't want to give them anymore work because they can't take care of the current community.

Janis Scales, a resident of Tall Pines, said the only place to walk the dogs is at the back of the park where the RV park is proposed. There will be no place to walk the dogs except on the roads. She also said she has waterfront property now because of the way the streets were fixed.

Brian Nolan, a resident of Tall Pines, said he thought he was moving into a neighborhood, and Aspire wants to turn it into a resort. He said they have been waiting for the front gate for a while and the sign advertising the property on US Highway 1 has become an eyesore, and it doesn't reflect who they are as a neighborhood. Mr. Nolan said there are a lot of empty promises and future headaches. He noted that because of the ground sinking, residents are not allowed to walk in the area where the eight (8) mobile homes are planned to be built.

Erin Lees, applicant, stated the St. Lucie County Future Land Use allows for nine dwelling units per acre, and they could rezone to 369 units in the development. By annexing into the City of Fort Pierce, they are allowed 6.5 units per acre. She stated there were no Code Enforcement issues as of three weeks ago. Ms. Lees said the RV storage area will be turned into an RV park with a minimum stay of three (3) months with an average stay of six (6) –12 months. She said $64,000 has been allocated for improvements to streetlights, the clubhouse, pool and pool bathrooms to meet the needs of the residents based on past meetings and HOA meetings. Ms. Lees said the eight (8) units being built will need to meet the code and be fully permitted and any issues with uneven ground or something underground being rotted will be addressed at that time.

Ms. Lees answered questions from Mr. Widing about the current number of units at Tall Pines, how long the current developer has been in place, the number of parcels being annexed and if the HOA has been turned over to the residents.

Chair Kreisl stated the discussion was not too far removed from what was heard at the December 2024 Planning Board meeting where the residents were not in favor of the annexation. Further consideration was given to the developer and residents to address the problems. He said he is hearing the same complaints and nothing has been addressed. Chairman Kreisl said the Board needs to make the best decision for the city and there is not enough for the city to potentially gain.

Mr. Collins asked if there was a projection on tax revenues the city would receive if the property was annexed. He also wanted to know the estimated cost of maintaining the roads. Mr. Collins said looking at this investment, it doesn't seem like a good deal for the city.

Mr. Freeman said at the Technical Review Committee meeting the county advised the city to take ownership of the roadways, most likely because the county does not want to pay for maintenance of the streets in the future. He said staff had not received any projections on future tax revenue. If the city moves forward with the annexation, or an FPUA agreement, a list of roads will have to be maintained and at the moment the city is not equipped to maintain the roads. Mr. Freeman said he would like to see a cost benefit analysis from the applicant to show how the annexation would offset the cost of providing police and road maintenance.

Ms. Carter said the Board is at the same place as they were in December 2024, and the developer has not had meetings with the residents. She said it doesn't make sense with all the outstanding issues to give a positive recommendation.

Ms. Clemons said the city would be taking on a lot more burden as far as the cost is concerned and the city will not get that back in return for taxes. She said she was not feeling comfortable with what had been presented.

Mr. Edwards agreed that the Board has been hearing the same issues since the December 2024 Planning Board meeting and the Board tried to give the applicant a chance to correct the issues. The HOA and developer don't seem to be on the same page.

Mr. Widing said he was extremely uncomfortable, and he was hoping the developer was new, instead of having four (4) years to make improvements. He asked if there was any benefit to the city.

Motion was made by Nichelle Clemons, and seconded by Ryan Collins to forward a recommendation of disapproval of the annexation to the City Commission.

AYE: Alexander Edwards, Christopher Widing, Clayton Johnson, Justine Carter, Ryan Collins, Chairman Anton Kreisl, Nichelle Clemons

Passed

b. **PD2024-00005**
Master Plan Development - Tall Pines
Parcel ID(s): 1433-210-0003-000-9 and 1433-310-0002-000-9

Item 7b was not presented because item 7a, Annexation of Tall Pines, was unanimously denied by the Planning Board.

c. **PD2024-00009**
Final Planned Development- Symphony Lakes Planned Development
4300 Selvitz Road
Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4

Mr. Freeman gave an overview of the application and answered questions from the Board. The proposed Pod 1 Final Planned Development site plan is consistent with the Master Site Plan. Pod 1 is approximately 88 acres, and the plan proposes 286 single-family residential units, which generates approximately 3.2 gross dwelling units per acre. The Master Site Plan requires a minimum of 20% Open Space in Pod 1. This Final PD Plan proposes a total of 37.9 acres, or 43% of Pod 1 as Open Space.

Mr. Freeman said the Master Plan Development was approved on June 3, 2024. He said the main access to POD 1 will be on Selvitz Road and the emergency access will be on Christensen Road. Mr. Freeman said the landscape plan includes most roadways, with one side of the roadway incorporated with street trees and other side a sidewalk. There is a conservation easement which incorporates 3.8 acres and will be retained. The buffers have their own unique design. There is a raised berm with shrubs, understory plantings and trees incorporated into the boundaries to give a better visual shield. Staff requested a lot of attention to Christensen Road, which is where the proposed development interacts with

existing residential areas to the east. There are a number of lakes included throughout the site, along with a recreational tract. Staff encouraged that density be achieved with the landscape buffers. Staff encouraged berms with raised trees on both sides of the berm, understory trees and an unimpaired view.

Mr. Freeman showed the traffic generation and stated the number of daily trips is quite high for the location and that is being accessed by the county at the moment.

Mr. Freeman provided two recommendations to the Board based off of items that needed to be resolved.

Ms. Clemons and Mr. Widing expressed concerns about not knowing what the developer was going to do because of many open items.

Leah Heinzelmann, Applicant Representative from Cotleur and Hearing, stated the PD for Symphony Lakes was approved by the City Commissioner on June 3, 2024. She showed the construction period for each of the phases with Phase 1 - single family, Phase 2 - storage, Phase 3 - light industrial and Phase 4 - multifamily. Ms. Heinzelmann said Phase 1 is 88 acres with an 8- foot right-of-way that will have canopy growth over the years. She noted Phase 1 will have five lakes, an amenity and recreational center, architectural elements and landscape features on the homes and a lush canopy for shade. Ms. Heinzelmann said the streets will be 20 feet wide and have a 50-foot right-of-way. She stated the entryway on Christensen Road has been removed, and the berm is heavily buffered with a 55-foot FPL easement. Ms. Heinzelmann said the bus stop location would be before the gate, and before it turns out to Selvitz Road. Seating will be provided at the bus stop along with parking for the drop-off and pickup of the students. She explained the off-site improvements on Selvitz Road will receive the review results in three weeks and the development agreement has been updated.

Mr. Freeman said he was asking for confirmation from the school district on the bus stop location, and he was asking the applicant to show the approved bus stop location on the site plan.

Tyson Waters, Attorney and Applicant Representative, stated the applicant had agreed and accepted the conditions, and they are waiting for the confirmation from the other review agencies to move forward.

Chairman Kreisl asked about the northern property line buffer. He asked how comfortable the applicant is with the heavy industrial use impacting the northern residences. Ms. Heinzelmann said there is an 85-foot canal between the existing use and the residences, along with a 25-foot buffer. The residences are 25 feet from the roadway along with a buffer.

Ms. Carter asked about noise and smell concerns from the wastewater treatment plant to the west, and she asked about a clubhouse, dog park and recreation center in Phase 1. Ms. Heinzelmann said the design and vision for Symphony Lakes started in 2005, before other projects on Selvitiz Road came up. She said the clubhouse, pedestrian pathways and existing conservation area will be coming at a later date.

Mr. Johnson asked about a buffer on Devine Road. Mr. Freeman noted at the original Planned Development hearing, there was a large representation of the residences on Christensen Road. The access on Christensen Road is only for emergency access and there are buffers around the site to Devine Road.

Mr. Freeman informed the Board that the city has received a site plan application for Precast and there have been discussions on the landscape buffer and repositioning of the major

activities to the west to move away from the numerous complaints from the property owners at other developments. Mr. Freeman explained that city staff had requested a berm and a variety of landscaping and variations of heights to create a visual buffer. The applicant showed this in their presentation, and they also showed the roadway improvements on Selvitz Road. He noted that city staff have no involvement with the roadway and that is included in the development agreement. He highlighted that the county has different response timelines, and it is very difficult to get the alignments in place.

Ms. Carter expressed concerns about rushing the project through and setting a precedent. Mr. Freeman assured that was not the staff's intent, and it is rare that this happens.

Mr. Waters said they have addressed conditions and comments, and they are currently waiting on other agencies, which they have no control over.

Shaun MacKenzie, from MacKenzie Engineering, stated the county requires a standardized methodology and two revisions have been sent to the county with quite a bit of roadway improvements and turn lanes into the site. He noted that each additional phase will be evaluated separately.

Mr. Freeman stated that items A and B of the recommendations go together. He said the traffic impact analysis determines the roadway improvements to Selvitz, which is a county roadway. The buffer to Christensen Road was defined on the landscape plan.

Mr. Widing asked about the bus stop, parent parking, shelter and turn around. Ms. Clemons asked for a bench for the students with a cover overhead.

The Board expressed concerns about the checkboxes from the reviewing external agencies not getting checked off and having safeguards in place.

Mr. Waters said if the external agencies change approvals, and the plans change, the site plan for Pod 1 will have to come back to the Planning Board and every subsequent phase has to be approved by the Planning Board.

Motion was made by Ryan Collins, and seconded by Alexander Edwards to forward a recommendation of approval to the City Commission with the following outstanding issues being met prior to the presentation to City Commission:

A. An approval from St. Lucie County of the Traffic Impact Analysis.
B. All required Roadway improvements to Selvitz, outside of the project boundaries, are defined and accounted.
C. A buffer/wall to Christensen Rd is defined.
D. If required by the School District, an acceptably designed and located school bus stop and shelter with parking for pick-up and drop-off notated on the site plan.
E. Solid Waste service is agreed with the City’s Public Works Department.
F. The requirements of the City’s Engineering Department have been met.

together with the following Conditions added to the Development Agreement

1. All required Roadway improvements (including sidewalks) shall be completed and approved prior to issuance of first certificate of completion for a dwelling in Pod 1.
2. All conditions of the ‘Conceptual’ Symphony Lakes PD have been met.
3. A Plat shall be required prior to the application for building permits in respect of vertical construction.
4. 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.

5. A General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department.
6. 6. All required ROW dedication in respect of Selvitz RD shall be completed and approved prior to issuance of first certificate of completion for a dwelling in Pod 1.

AYE: Nichelle Clemons, Clayton Johnson, Justine Carter, Alexander Edwards, Ryan Collins, Chairman Anton Kreisl

NAY: Christopher Widing

Passed

d. **23-07000006**
Site Plan and Conditional Use - Okeechobee Road Flex Space
Parcel ID(s): 2419-122-0001-040-6 and 2419-122-0001-050-9

Ms. Driver gave an overview of the application. She stated the applicant proposes to develop flex space for wholesale trade and warehouse freight on 3.57 acres of land. The property is in the C-3, General Commercial zoning district and has a future land use designation of GC, General Commercial. Ms. Driver showed the site plan, landscape plan and elevation details and reviewed the site plan details. Ms. Driver said building A is around 22,000 square feet and building B is around 15,000 square feet. The proposed building height is 30 feet, open space is 31%, and the setbacks, parking and trees planted exceed the requirements.

Ms. Clemons asked if there had been talk of flooding in the area. Chairman Kreisl asked if there is any on-site drainage retention. Mr. Johnson asked if there was a wall or buffer that buts up to the apartments.

Brendan Kelley, Applicant Representative, from Bowman Consulting, said the infrastructure had been neglected. He said they have shared access to the adjacent commercial plaza. The two buildings will have two access points. There is a small detention area to the north for stormwater. They will be providing 31% open space, landscape buffers, easements, extra parking, and two (2) ADA parking stalls for each building. The rear building will have roll-up doors with pedestrian access.

Chairman Kreisl said the color palette mutes the architectural elements of the buildings. He said he would like to see other options for the color palette since Okeechobee Road is the entranceway into the city.

Chairman Kreisl asked about the type of landscape buffer to the north. Mr. Kelley said there is a planted buffer and a fence. Ms. Clemons said she wants to see a wall instead of a fence on the side of the apartments. Mr. Kelley said the wall would take up more of the landscape buffer and there are underground utilities. Board discussion ensued on the type of buffer between the back building and the Portofino Landings apartments to the north.

Motion was made by Clayton Johnson, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission with the following nine (9) conditions:

1. A Unity of Title with the St. Lucie County Clerk of Courts and Parcel Combinations with the St. Lucie County Property Appraiser is required prior to submitting building permits.
2. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for each proposed building shall be submitted to the Planning Dept. prior to any land clearing or development permits.

3. A notarized Landscape Maintenance Agreement is required prior to the issuance of the Certificate of Occupancy.
4. An updated Environmental Report will be required prior to any earth-moving activities.
5. Prior to Development Permit Compliance Review approval, provision of St. Lucie County Fire District documentation that existing fire connection is not needed.
6. The applicant shall donate property to the Department (FDOT) if right-of-way dedication is required to implement the improvements.
7. Drainage mitigation is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). The drainage mitigation shall meet all FDOT Drainage Manual criteria and will be reviewed/approved as part of an acces permit.
8. The applicant shall investigate a buffer along the boundary of the residents to the north that provides a visual area in addition to a minimum 6-foot fence.
9. The applicant should provide different color palette options for the buildings.

AYE: Clayton Johnson, Justine Carter, Christopher Widing, Alexander Edwards, Ryan Collins, Nichelle Clemons, Chairman Anton Kreisl

Passed

8. COMMENTS FROM THE PUBLIC

There were no comments from the public.

9. DIRECTOR'S REPORT

Mr. Freeman stated he has been in discussions with the City Manager and external consultants on how to deal with the annexations.

Mr. Freeman said he has an upcoming meeting with the Treasure Coast Regional Planning Council to discuss the Evaluation and Appraisal Report (EAR) and Comprehensive Plan.

10. BOARD COMMENTS

None

11. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use w/ New Construction – 4600 & 4650 Okeechobee Rd.

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: June 22, 2025

NOTICE BY MAIL: June 12,2025

NOTICE BY SIGNS: May 28, 2025

VERIFIED BY: Kerry C. Driver **TITLE:** Senior Planner

SIGNATURE: **DATE:** June 16, 2025

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

June 12, 2025

Dear Property Owner:

The property owner of **St. Lucie Kings, LLC** is requesting approval of a **conditional use with new construction site plan,** to develop flex spaces. The proposed development is for wholesale trade warehouse freight, located at 4600 & 4650 Okeechobee Rd., Parcel IDs: 2419-122-0001-050-9 and 2419-122-0001-040-6.

> ***Legal description:*** *19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO POB;TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28,TH N 37 30 27 W 73.78`,TH N 01 22 19 W 267.30`,TO CURVE CONC NE,R OF 85 FT,TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W OF CANAL # 29 AND CURVE CONC NE,R OF 443.73 FT,TH SELY ALG ARC 35.44 FT,TH S 47 59 38 W 11.05 FT,TH S 44 53 31 E 203.42 FT TO POB (1.31 AC)*
>
> ***Legal description:*** *19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO POB;TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28,TH N 37 30 05 W 221.20 FT,TH S 52 29 33 W 185.54 FT,TH S 37 30 09 E 341.13 FT,TH N 52 35 31 E 149.75 FT,TH S 37 42 29 E 101.01 FT,N 52 26 19 E 84.86 FT,TH N 76 15 19 E 109.98 FT,TH S 28 15 34 E 42.13 FT TO CURVE CONC NE,R OF 85 FT, TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W OF CANAL # 29 AND CURVE CONC NE,R OF 443.73 FT,TH SELY ALG ARC 35.44 FT,TH S 47 59 38 W 11.05 FT,TH S 44 53 31 E 203.42 FT TO POB LESS THAT PARCEL MPDAF:19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD,TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT TO POB;TH S 55 45 47 W 210.34 FT,TH S 52 29 33 W 71.28,TH N 37 30 27 W 73.78`, TH N 01 22 19 W 267.30`, TO CURVE CONC NE,R OF 85 FT, TH SELY ALG ARC 108.08 FT,TH N 78 53 23 E 69.88 FT TO WLY R/W OF CANAL # 29 AND CURVE CONC NE,R OF 443.73 FT,TH SELY ALG ARC 35.44 FT,TH S 47 59 38 W 11.05 FT,TH S 44 53 31 E 203.42 FT TO POB (2.19 AC)*

The property has a zoning classification of General Commercial (C-3) and a future land use designation of General Commercial (GC).

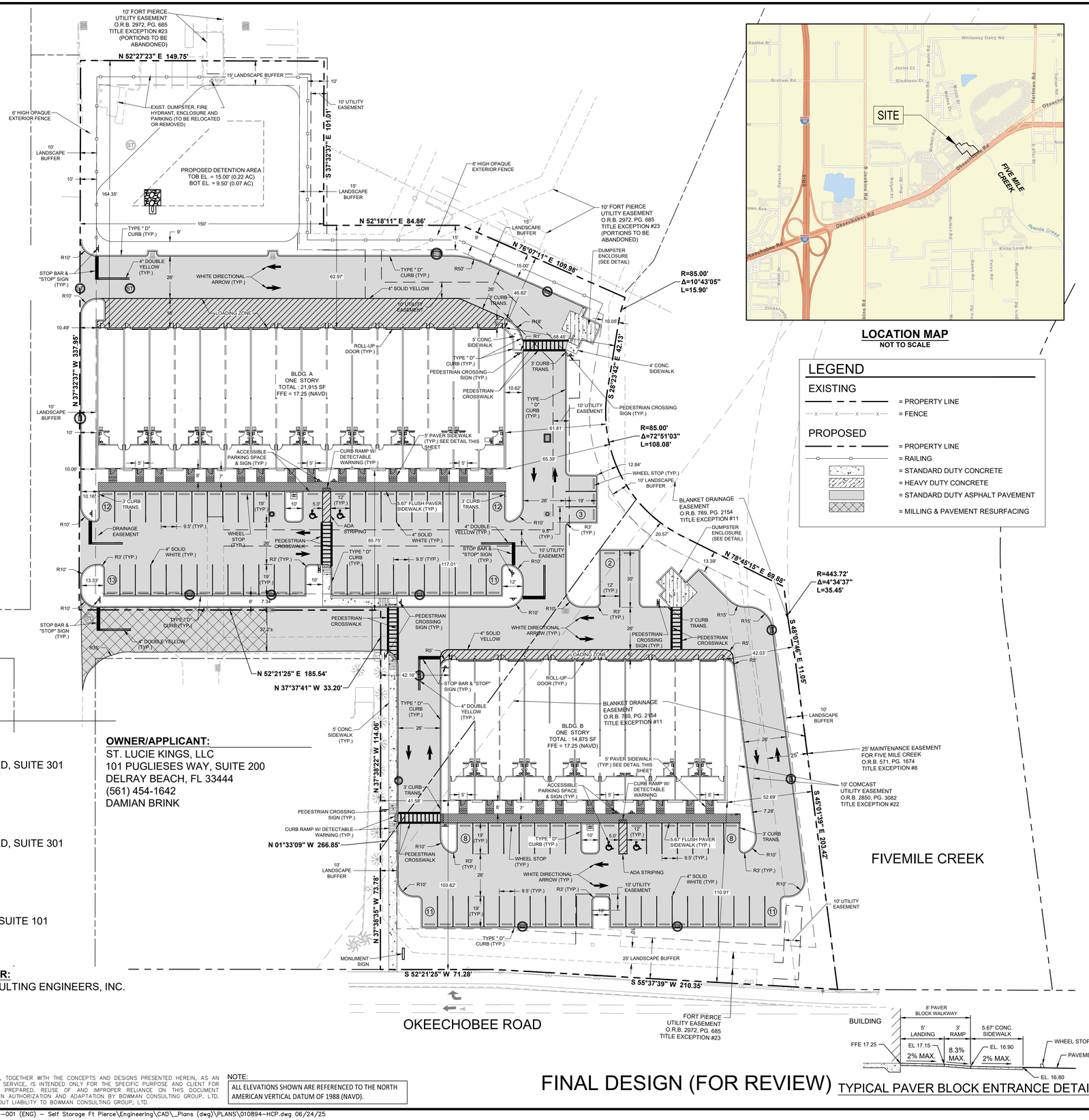
A public hearing is scheduled before the **City Commission** of the City of Fort Pierce, Florida, at their meeting on **Monday, July 7, 2025**, which begins at **5:05 p.m**., in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida. You are provided with the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use with New Construction** site plan application. If you have any inquiries, or would like to review the complete application, please dial (772) 467-3739 or email kdriver@cityoffortpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days

in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Sincerely,

Kerry C. Driver

Senior Planner



LOCATION MAP
NOT TO SCALE

LEGEND

EXISTING
- = PROPERTY LINE
- = FENCE

PROPOSED
- = PROPERTY LINE
- = RAILING
- = STANDARD DUTY CONCRETE
- = HEAVY DUTY CONCRETE
- = STANDARD DUTY ASPHALT PAVEMENT
- = MILLING & PAVEMENT RESURFACING

SITE DATA

TOTAL SITE AREA	155,352 SF / 3.57 AC		
FUTURE LAND USE	GENERAL COMMERCIAL (GC)		
EXISTING ZONING	COMMERCIAL GENERAL (C-3)		
EXISTING USE	VACANT COMMERCIAL		
PROPOSED USE	FLEX SPACE (WHOLE SALE TRADE / WAREHOUSE & FREIGHT)		
BUILDING COVERAGE	36,790 SF		
MAXIMUM BUILDING HEIGHT	65'		
PROPOSED BUILDING HEIGHT	30'		
PARCEL CONTROL NUMBER	2419-122-0001-050-9		
	2419-122-0001-040-6		

OPEN SPACE

REQUIRED	31,070 SF	0.71 AC	20%
PROVIDED	47,933 SF	1.10 AC	31%
TOTAL LANDSCAPE AREA	47,933 SF	1.10 AC	31%

SET BACKS

	REQUIRED (MIN.)	PROVIDED
FRONT	25'	103.82'
SIDE	10'	42.03'
REAR	15'	46.82'

LANDSCAPE AREA

TOTAL LANDSCAPE AREA	47,933 SF	1.10 AC	31%

IMPERVIOUS AREA

BUILDING COVERAGE	36,790 SF	0.85 AC	24%
VEHICULAR USE AREA	61,960 SF	1.42 AC	40%
PAVERS/WALKS/DUMPSTER	8,669 SF	0.19 AC	5%
TOTAL	107,419 SF	2.46 AC	69%

BUILDING DATA

	OFFICE	WAREHOUSE	TOTAL
BUILDING A	3,357 SF / 15%	18,558 SF	21,915 SF
BUILDING B	2,306 SF / 15%	12,569 SF	14,875 SF
TOTAL	5,663 SF / 15%	31,127 SF	36,790 SF

PARKING REQUIREMENTS (9.5' X 19')

	REQUIRED	PROVIDED
WAREHOUSE 1 SPACE PER 600 SF (31,127/600)	52 SPACES	55 SPACES
OFFICE 1 SPACE PER 200 SF (200 SF PER BAY) (5,663/200)	28 SPACES	30 SPACES
ACCESSIBLE SPACES 76 - 100 SPACES	4 SPACES	4 SPACES
LOADING SPACES	1 SPACES	2 SPACES
TOTAL PARKING SPACES	85 SPACES	91 SPACES

TOTAL INCLUDES ACCESSIBLE SPACES & 2 LOADING SPACES

LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH O1°20'45" EAST, ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA; S.R. 70); THENCE SOUTH 52°29'55" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,102.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 55°45'47" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST, A DISTANCE OF 73.78 FEET; THENCE NORTH 37°30'14" WEST, A DISTANCE OF 114.06 FEET; THENCE NORTH 37°29'33" WEST, A DISTANCE OF 33.20 FEET; THENCE SOUTH 52°29'33" WEST, A DISTANCE OF 185.54 FEET; THENCE NORTH 37°24'29" WEST, A DISTANCE OF 337.95 FEET; THENCE NORTH 52°35'31" EAST, A DISTANCE OF 149.75 FEET; THENCE SOUTH 37°24'29" EAST, A DISTANCE OF 101.01 FEET; THENCE NORTH 52°26'19" EAST, A DISTANCE OF 84.86 FEET; THENCE NORTH 76°15'19" EAST, A DISTANCE OF 109.98 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 72°27'31" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 10°43'05", A DISTANCE OF 15.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°15'34" EAST, A DISTANCE OF 42.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 72°51'03", A DISTANCE OF 108.08 FEET TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST, A DISTANCE OF 69.88 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 46°34'59" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 443.72 FEET AND A CENTRAL ANGLE OF 04°34'37", A DISTANCE OF 35.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°59'38" EAST, A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST, A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

LESS A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 01°20'45" EAST ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 357.81 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (AKA S.R. 70); THENCE SOUTH 52°29'55" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2102.04 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 55°45'47" WEST FOR A DISTANCE OF 210.34 FEET; THENCE SOUTH 52°29'33" WEST FOR A DISTANCE OF 71.28 FEET; THENCE NORTH 37°30'27" WEST FOR A DISTANCE OF 73.78 FEET; THENCE NORTH 01°22'19" WEST FOR A DISTANCE OF 267.30 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 14°31'16" WEST, HAVING A RADIUS OF 85.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.54 FEET THROUGH A CENTRAL ANGLE OF 24°37'53" TO A POINT OF TANGENCY; THENCE NORTH 78°53'23" EAST FOR A DISTANCE OF 69.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIAL LINE BEARS SOUTH 46°34'59" WEST, HAVING A RADIUS OF 443.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.19 FEET THROUGH A CENTRAL ANGLE OF 04°32'39"; THENCE SOUTH 47°59'38" EAST FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 44°53'31" EAST FOR A DISTANCE OF 203.42 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES

1. PROPOSED DEVELOPMENT SHALL ADHERE TO THE STANDARDS SPECIFIED IN THE CITY OF FORT PIERCE CODE OF ORDINANCES SECTIONS 119 AND 125.
2. THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA IN COORDINATION AND COMPLIANCE WITH EXISTING INGRESS/EGRESS EASEMENTS WITH ADJACENT PROPERTY OWNERS.
3. AIR CONDITIONING AND OTHER EQUIPMENT LOCATED ON THE ROOF SHALL BE SCREENED AND CANNOT BE VISIBLE FROM AN ELEVATION THAT IS HORIZONTAL TO THE LOCATION OF THE ROOF EQUIPMENT.

CONSULTANTS

CIVIL ENGINEER:
BOWMAN
301 SE OCEAN BOULEVARD, SUITE 301
STUART, FL 34994
(772) 283-1413
OCTAVIO "OATS" REIS

SURVEYOR:
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RICHARD BARNES, P.S.M.

LANDSCAPE ARCHITECT:
HJA DESIGN STUDIO
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ERIKA BEITLER

GEOTECHNICAL ENGINEER:
ANDERSON ANDRE CONSULTING ENGINEERS, INC.
834 SW SWAN AVENUE
PORT ST. LUCIE, FL 34983
(772) 807-9191
PETER ANDERSON, P.E.

OWNER/APPLICANT:
ST. LUCIE KINGS, LLC
101 PUGLIESES WAY, SUITE 200
DELRAY BEACH, FL 33444
(561) 454-1642
DAMIAN BRINK

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NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

FINAL DESIGN (FOR REVIEW)

TYPICAL PAVER BLOCK ENTRANCE DETAIL

GRAPHIC SCALE
0 30 60
1" = 30'

Bowman
PROFESSIONAL SURVEYORS AND MAPPERS: CERTIFICATE NO. LB. 8030
BOARD OF PROFESSIONAL ENGINEERS: CERTIFICATE OF AUTHORIZATION NO. 33462

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4600 FLEX SPACE
SITE PLAN
FORT PIERCE FLORIDA

PROJECT NO
010894-01-001

OCTAVIO "OATS" REIS
LICENSE NO. 42503

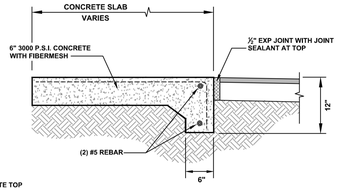
PLAN STATUS

DATE	DESCRIPTION

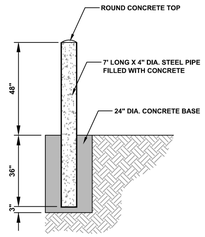
BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 30'
JOB No. 010894
DATE June 2025
FILE No. 010894-HCP
SHEET SP1

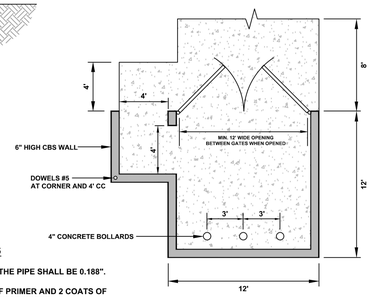
Cad file name: P:\010894 – Pugliese\010894-01-001 (ENG) – Self Storage Ft Pierce\Engineering\CAD_Plans (dwg)\PLANS\010894-HCP.dwg 06/24/25



FOOTER FOUNDATION



BOLLARD



GENERAL CONSTRUCTION NOTES

- THE MINIMUM WALL THICKNESS OF THE PIPE SHALL BE 0.188".
- ALL POSTS SHALL HAVE 2 COATS OF PRIMER AND 2 COATS OF YELLOW TOP COAT, UNLESS OTHERWISE NOTED.
- THE PRIMER COAT SHALL MEET THE REQUIREMENTS OF FDOT 971-5.
- ALL CONCRETE SHALL BE FDOT CLASS 1.

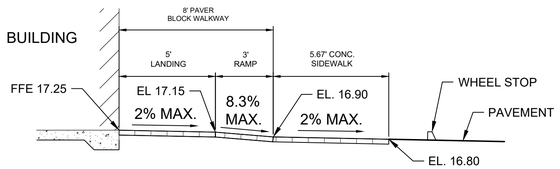
D:\Engineering DRDD Files\Drawings\References\City Details\City Details 2018\000 Dumpster Enclosure Detail.dwg

CITY OF FORT PIERCE UTILITIES AUTHORITY ENGINEERING DEPARTMENT

DUMPSTER ENCLOSURE DETAIL

DATE:	MAY 2022
SCALE:	N.T.S.
DRAWN:	D.SUNNER

SHEET —



TYPICAL PAVER BLOCK ENTRANCE DETAIL

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING GROUP, LTD. SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING GROUP, LTD.

NOTE:
ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

FINAL DESIGN (FOR REVIEW)

Bowman

PROFESSIONAL SURVEYORS AND MAPPERS: CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS: CERTIFICATE OF AUTHORIZATION NO. 30462

Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd, Suite 301
Stuart, Florida 34994
Phone: (772) 283-1413
Fax: (772) 220-7861
www.bowman.com
© Bowman Consulting Group, Ltd.

4600 FLEX SPACE
SITE PLAN
FORT PIERCE FLORIDA

PROJECT NO
010894-01-001

OCTAVIO "OATS" REIS
LICENSE NO. 42503

PLAN STATUS	
DATE	DESCRIPTION

BK DESIGN	RO DRAWN	GMB CHKD

SCALE: 1" = 30'
JOB No. 010894
DATE June 2025
FILE No. 010894-HCP

SHEET SP2

Cad file name: P:\010894 – Pugliese\010894-01-001 (ENG) – Self Storage Ft Pierce\Engineering\CAD_Plans (dwg)\PLANS\010894-HCP.dwg 06/24/25

4600 Okeechobee Road Flex Space

Site Plan & Conditional Use

Parcel IDs: 2419-122-0001-040-6 & 2419-122-0001-050-9

City of Fort Pierce
City Commission Meeting

July 7, 2025

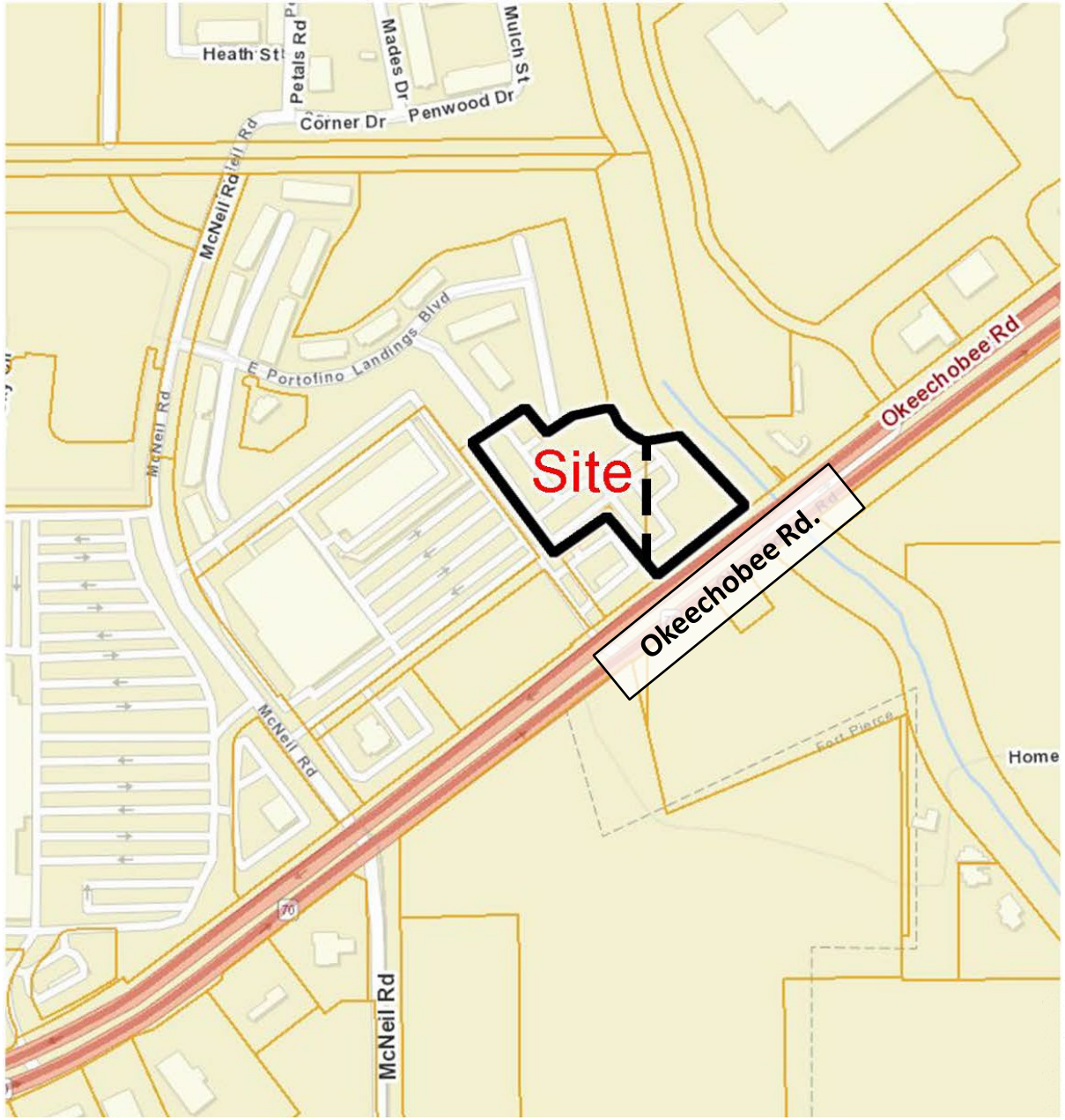
Developer:
Land America 225, LLC
Chris King

Civil Engineer:
Bowman Consulting
Brendan Kelley

Landscape Architect:
HJA Design Studio
Michael Houston & Erika Beitler

Project Team

4600 OKEECHOBEE ROAD FLEX SPACE

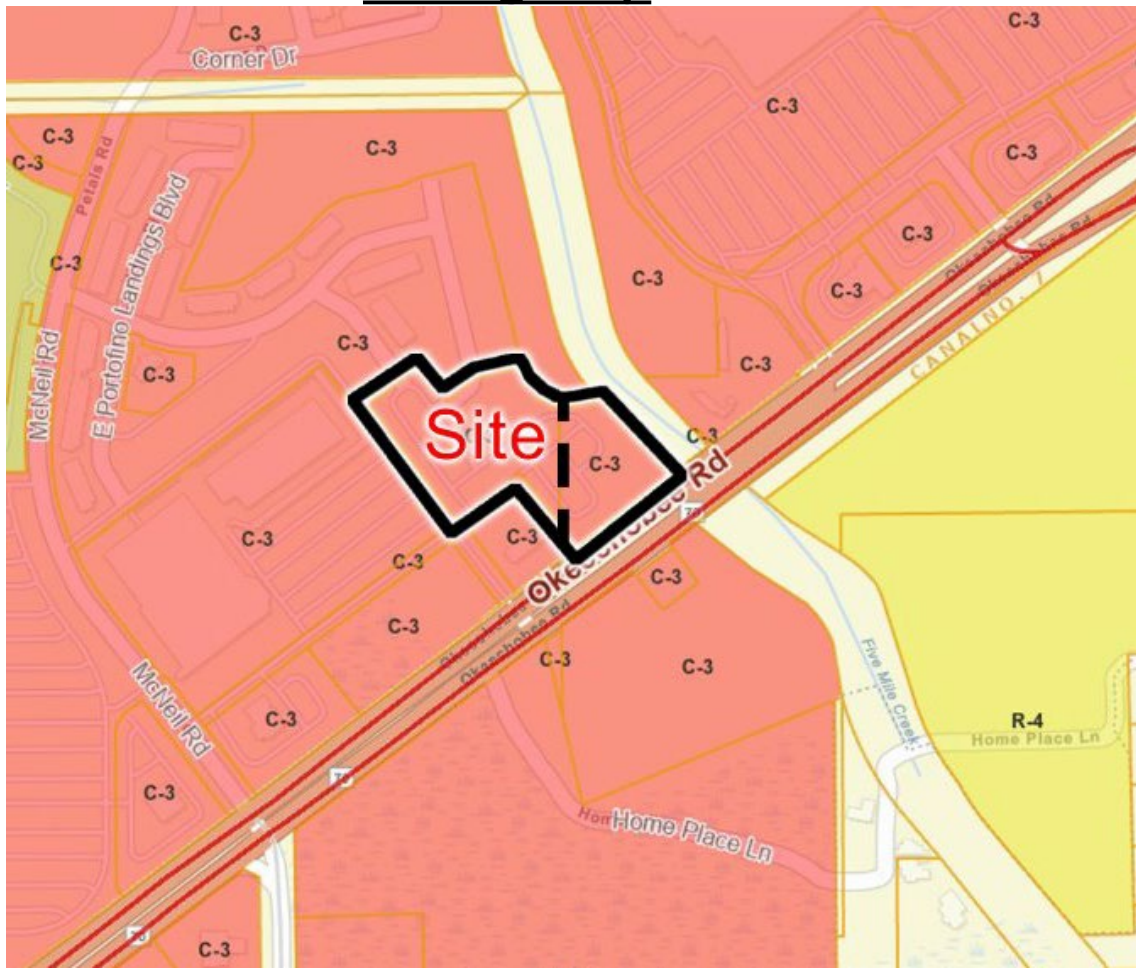


Site Location

4600 Okeechobee Road, Fort Pierce, FL 34947

+/- 1 Mile East of Interstate 95

Zoning Map

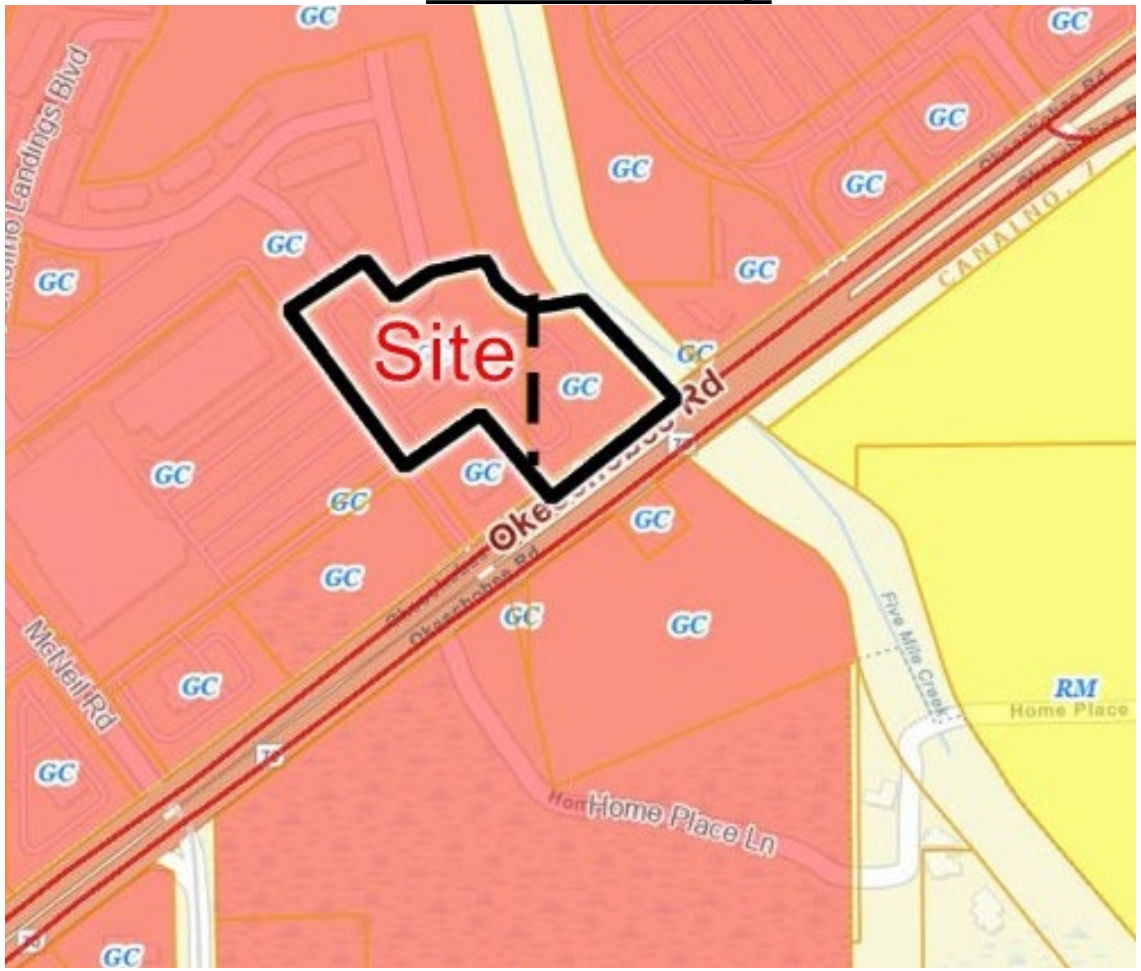


C-3 (General Commercial)

R-4 (Medium Density Residential)

R-5 (High Density Residential)

Land Use Map



GC - General Commercial

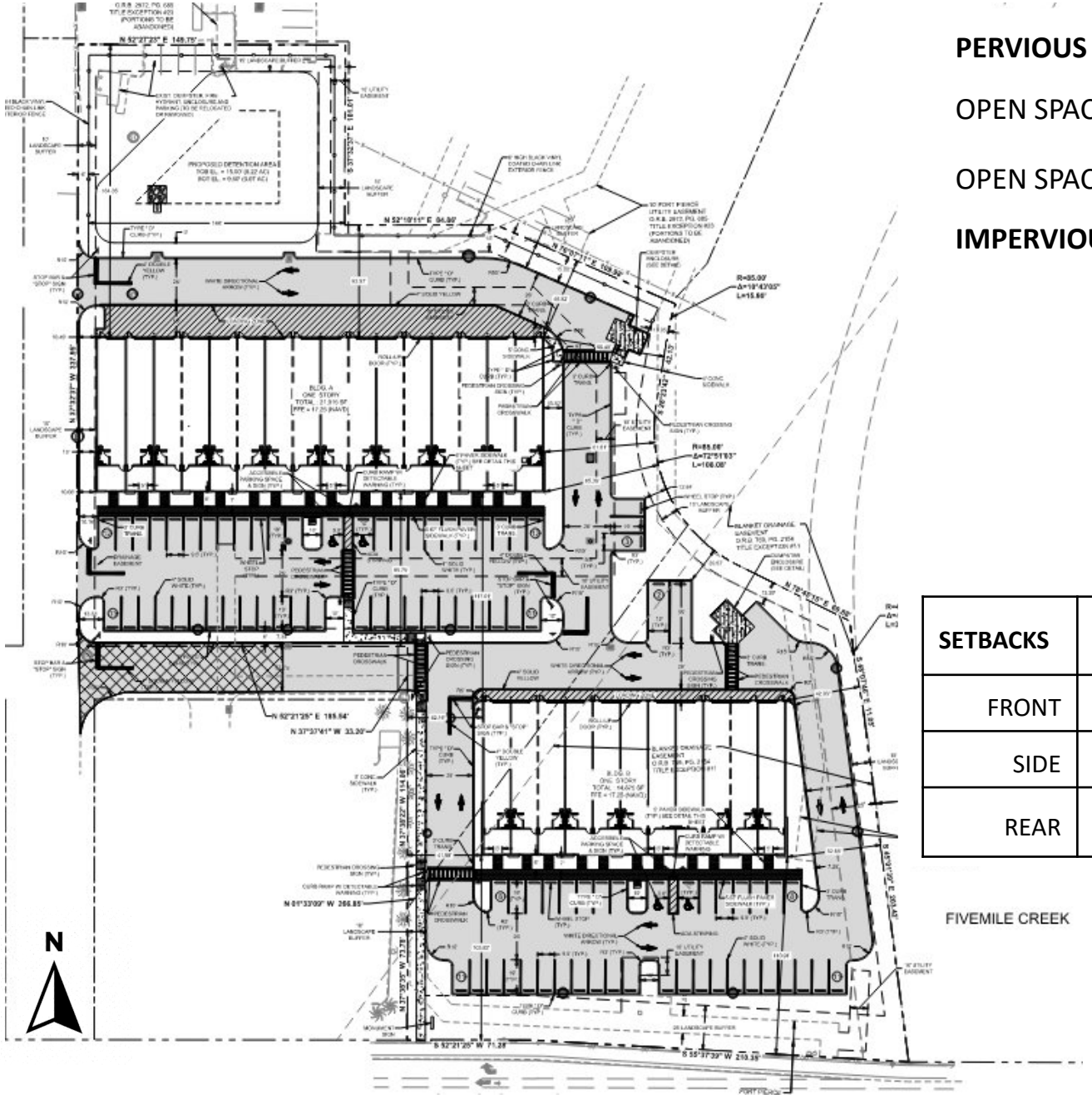
RM - Medium Density Residential

RH - High Density Residential

Site Aerial Map

- 3.57-acre property
- Currently an existing vacant paved parking lot
- Shared access with adjacent commercial plaza
- Existing residential to the north
- Existing commercial to the West
- Right-of-way/Drainage Easement to South and East

Surrounding Developments



PERVIOUS AREA

OPEN SPACE REQUIRED	31,070 SF	0.71 AC	(20%)
OPEN SPACE PROVIDED	47,933 SF	1.10 AC	(31%)

IMPERVIOUS AREA

BUILDING COVERAGE	36,790 SF	0.85 AC	24%
VEHICULAR USE AREA	61,960 SF	1.42 AC	40%
OTHER PAVEMENT	8,669 SF	0.19 AC	5%
TOTAL	107,419 SF	2.46 AC	69%

SETBACKS	REQUIRED	PROVIDED
FRONT	25'	103.8'
SIDE	10'	42.0'
REAR	15'	46.8'

PARKING REQUIREMENTS	REQUIRED	PROVIDED
WAREHOUSE 1 SPACE PER 600 SF	52	55
OFFICE SPACE 1 SPACE PER 200 SF	28	30
ACCESSABLE PARKING STALLS	4	4
LOADING SPACES	1	2
TOTAL	85	**91**

TREE SCHEDULE

SYMBOL	QTY	COMMON / BOTANICAL NAME	NATIVE
TREES			
	3	Florida Flame Red Maple / Acer rubrum `Florida Flame`	Yes
	6	Pigeon Plum / Coccoloba diversifolia	Yes
	25	Green Buttonwood / Conocarpus erectus	Yes
	24	Silver Buttonwood / Conocarpus erectus sericeus	Yes
	11	Japanese Blueberry Tree / Elaeocarpus decipiens TM	No
	3	Lavender Crape Myrtle / Lagerstroemia x `Muskogee`	No
	13	Slash Pine / Pinus elliottii densa	Yes
	14	Southern Live Oak / Quercus virginiana	Yes
	3	Bald Cypress / Taxodium distichum	Yes
PALMS			
	40	Cabbage Palmetto / Sabal palmetto	Yes

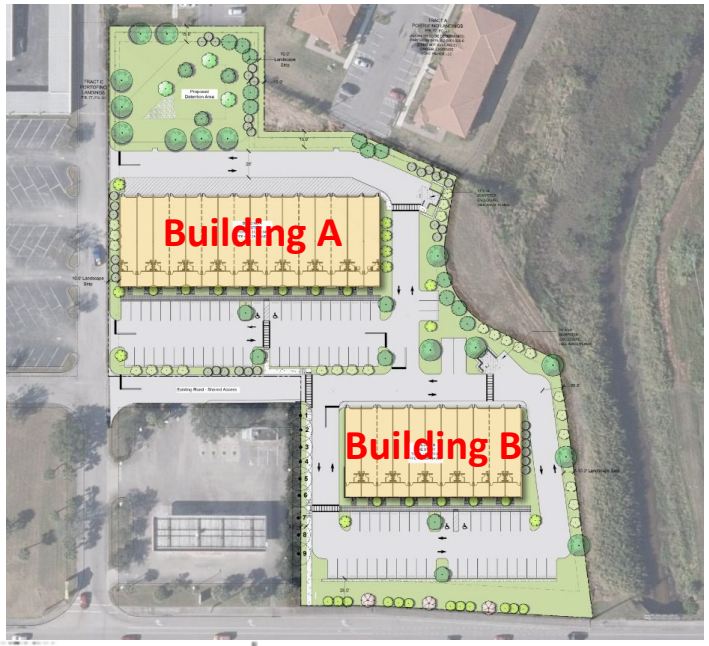
Total Required Trees: 101 Trees
Total Provided Trees: 119 Trees

Existing Trees: 9 Trees
Trees: 102 Trees
Palms: 40 Palms @ 3:1

Illustrative Plan

6' Opaque White Vinyl Privacy Fence
TRACT C
PORTOFINO LANDINGS
P.B. 77, PG. 20
Proposed Detention Area
10.0' Landscape Strip
15.0'
Section
26'
Building A
ONE STORY
TOTAL : 21,915 SF
FFE = 17.25 (NAVD)

• 6' High White Privacy Vinyl Flat-Top Fence
• Red Tip Cocoplum hedge on the outside of the fence
• Native tree in rear of fence

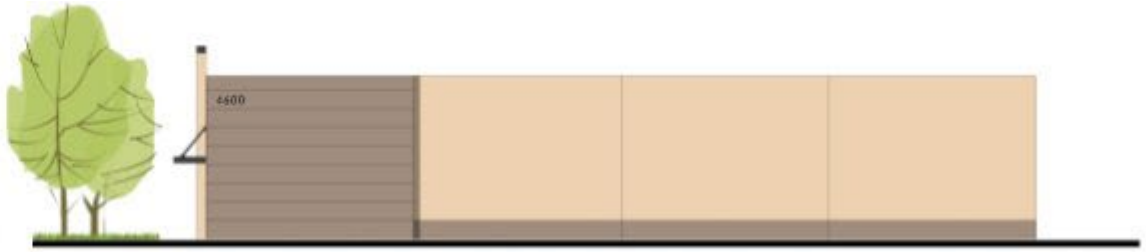


BUILDING A – NORTH BUILDING

BUILDING B – SOUTH BUILDING

FRONT ELEVATION - LOOKING NORTH FROM OKEECHOBEE ROAD

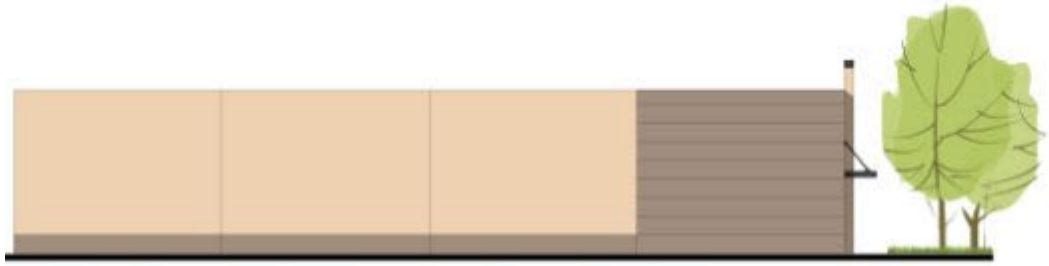
WEST ELEVATION



EAST ELEVATION

REAR ELEVATION - LOOKING SOUTH FROM PORTOFINO LANDINGS

FRONT ELEVATION - LOOKING NORTH FROM OKEECHOBEE ROAD

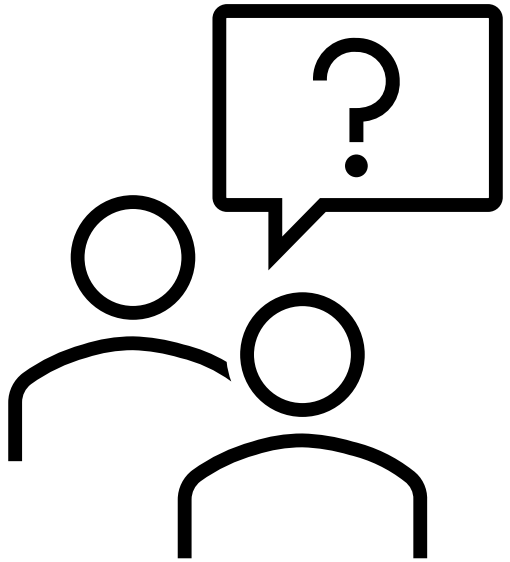


WEST ELEVATION

EAST ELEVATION

REAR ELEVATION - LOOKING SOUTH FROM PORTOFINO LANDINGS

BUILDING PAINT LEGEND	
	SW 7721 - CRESCENT CREAM (MAIN FIELD)
	SW 7502 - DRY DOCK (ACCENTS /BANDS /DOWNSPOUTS)
	SW 7069 - IRON ORE (WALL CANOPY)



Questions?

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, July 7, 2025, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of an application for Conditional Use with New Construction Site Plan submitted by property owner, St. Lucie Kings, LLC and Representative HJA Design Studio, to construct a flex space for wholesale trade and warehouse freight on 3.57 acres at 4600 & 4650 Okeechobee Rd., Fort Pierce, FL. The properties are zoned General Commercial (C-3). Parcel IDs: 2419-122-0001-050-9 and 2419-122-0001-040-6.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
June 22 2025
LSAR0319744

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
JUL 0 1 2025
City Clerk's Office

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

06/22/2025

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 06/22/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 07/07/2025

Re: 2025 FLC Annual Conference Voting Delegate Information

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Selection of 2025 FLC Annual Conference Voting Delegate.

SUMMARY:

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. Each member municipality sending delegates to the Annual Conference shall designate one elected official to serve as its Voting Delegate and cast the municipality's votes at the Annual Business Meeting which will be held on Saturday, August 16, 2025. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

RECOMMENDATION:

Select a delegate.

ALTERNATIVES:

Do not select a delegate.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Florida League of Cities

Attachments

2025 FLC Annual Conference Voting Delegate

Form Review

Form Started By: Latoya Ransom Started On: 06/17/2025 12:38 PM

Final Approval Date: 06/17/2025

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 17, 2025

Subject: 2025 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 16, 2025**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at *flcities.com*.

If you have any questions about voting delegates, please email *erussell@flcities.com*. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Attachments: Form Designating Voting Delegate

301 S. Bronough Street, Suite 300
Tallahassee, Florida 32301

P.O. Box 1757
Tallahassee, Florida 32302-1757

Phone: 850.222.9684
Fax: 850.222.3806

flcities.com

2025 Annual Conference
Florida League of Cities, Inc.
August 14-16, 2025
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *erussell@flcities.com*

City Commission Regular Meeting - 5:05 PM **13. B.**

Meeting Date: 07/07/2025

Re: Resolution No. 25-R42 Amending the Rules of Procedure for the Board of Examiners of Contractors

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Resolution No. 25-R42 Amending the Rules of Procedure for the Board of Examiners of Contractors

SUMMARY:

Amendments to the Rules of Procedure include:

- Updated code sections due to the recodification of the code and recent amendments in Ordinance 25-018.
- Removed rules that were duplicated by Ordinance.
- Removed the Office of the City Attorney as an Officer of the Board.
- Updated requirements for quorum and voting due to amendments in Ordinance 25-018.
- Amended the rule on appeals and stays.

The Board of Examiners of Contractors reviewed and approved these rules at their regular meeting held on June 10, 2025.

RECOMMENDATION:

Adopt the Resolution as presented.

ALTERNATIVES:

Amend the Resolution.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building

COORDINATED WITH:

Shaun Coss, CFM, Assistant Building Director
City Attorney's Office

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: N/A
Amount: N/A
OTHER INFORMATION:
NA

Attachments

Resolution 25-R42 BEC Rules of Procedure
Rules of Procedure for the Board of Examiners of Contractors
CAO Memo

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	06/17/2025 04:52 PM
City Manager	Richard Chess	06/18/2025 03:53 PM

Form Started By: Shaun Coss Started On: 06/17/2025 10:47 AM
Final Approval Date: 06/18/2025

RESOLUTION NO. 25-R42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ADOPTING REVISED CITY OF FORT PIERCE BOARD OF EXAMINERS OF CONTRACTORS RULES OF PROCEDURE**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, Florida adopted Resolution No. 19-R15 amending the Rules of Procedure for the Board of Examiners of Contractors on April 15, 2019; and

WHEREAS, the City Commission of the City of Fort Pierce, Florida adopted Ordinance 25-018 thereby amending rules, duties and procedures as adopted in Chapter 103, Article III of the Code of Ordinances entitled “Contractors”; and

WHEREAS, the amendments to the Code of Ordinances necessitated review of the Rules of Procedure for the Board of Examiners of Contractors for applicable updates; and

WHEREAS, the Board of Examiners of Contractors, on June 10, 2025, reviewed and approved the amendments to the Rules of Procedure for the Board of Examiners of Contractors, attached as Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

The Rules of Procedure for the City of Fort Pierce, Florida, Board of Examiners of Contractors previously adopted by Resolution No. 19-R15 are hereby repealed and replaced with the Rules of Procedure for the Board of Examiners of Contractors attached as Exhibit “A”.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of July, 2025.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara K. Hedges, City Attorney

Rules of Procedure

FORT PIERCE
BOARD OF EXAMINERS OF CONTRACTORS

City of Fort Pierce, Florida

Adopted by Resolution 25-R42

July 7, 2025

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Rule No. **Page No.**

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Rule 8. Appeals and Stays……9

Rule 9. Amendments……9

RULES OF PROCEDURE
for
FORT PIERCE BOARD OF EXAMINERS OF CONTRACTORS

Rule 1. **Scope and Interpretation**

These rules apply to all disciplinary proceedings involving the holder of a contractor's certificate of competency issued pursuant to the provisions of Chapter 103, Article III of the Code of Ordinance of the City of Fort Pierce, Florida. These rules shall be construed and interpreted so as to be consistent with state law and local ordinances.

These rules do not apply to disciplinary proceedings involving unlicensed contractors; specialty contractors whose certificate of competency has not been renewed within 12 months of the renewal date pursuant to Chapter 103, Article III, Section 103-134; or, citations issued pursuant to City Ordinance, Chapter 103, Article III, Section 103-143. These matters will be heard by the Special Magistrate.

Rule 2. **Definitions**

Wherever used in these rules, the following words or terms shall have the meaning set forth unless the use thereof shall clearly indicate a different meaning:

(a) **"Building Official"** shall mean the chief administrator of the department responsible for administration of Chapter 103 of the Code of Ordinances of the City of Fort Pierce, Florida or employees of the City who administer Chapter 103 of the Code of Ordinances of the City of Fort Pierce, Florida subject to the direction and supervision of such department's chief administrator.

(b) **"Code"** shall mean the Code of Ordinances of the City of Fort Pierce, Florida.

(c) **"Complainant"** or "**complaining witness**" shall mean any person who has complained to any officer or agency of the City of Fort Pierce, Florida of the conduct of a contractor.

(d) **"Department"** shall mean the City of Fort Pierce department responsible for administration of Chapter 103 (Buildings and Building Regulations) of the Code, such department being presently known as the Department of Building or as such department may be hereafter renamed.

(e) **"Respondent**" shall mean a contractor who is accused of misconduct or whose conduct is under investigation.

(f) Other terms not herein defined shall have the meaning expressly given to them through definition by Chapter 103 and other chapters of the Code. In the event a term is not expressly defined as aforesaid, such terms shall be given the meaning accorded through normal, customary usage.

Rule 3. **Jurisdiction**

The Board shall have jurisdiction over disciplinary matters involving a contractor pursuant to Sections 103-140 – 103-142 of the Code of Ordinances of the City of Fort Pierce.

Rule 4. **Officers**

(a) **Chair.** The Chair shall preside at all meetings and hearings of the Board, shall have the duties normally conferred by parliamentary usage on such officers, and shall sign all orders as may be adjudicated and/or authorized by the Board.

(b) **Vice Chair.** The Vice Chair shall act in the absence or disqualification of the Chair and, in such an event, shall exercise or perform all duties and be subject to all responsibilities of the Chair, including signing orders as may be adjudicated and/or authorized by the Board in the absence of the Chair. In the absence or disqualification of the Chair and the Vice Chair, a majority of the Board members present may designate a temporary Chair to serve in such absence.

(c) **Secretary**. The director of the Department, or his or her designee, shall serve as the secretary of the Board. The Secretary shall maintain a record of Board proceedings, maintain all records pursuant to those proceedings, prepare and deliver meeting agendas, and, in general, serve as the liaison between the Board and the City of Fort Pierce and perform those duties more specifically provided in these rules.

Rule 5. **Standards of Conduct**

(a) **Notice and Knowledge of Code.** Every contractor who contracts within the jurisdiction of the City of Fort Pierce, Florida, is within the jurisdiction of the City of Fort Pierce, Florida and its agencies and is charged with notice and held to know the standards of conduct prescribed by the Code and state law.

(b) **Rules of Conduct.** Violations of the Rules of Conduct as prescribed by Chapter 103, Article III of the Code and state law is a cause for discipline.

Rule 6. **Board Proceedings**

(a) **Proceedings.** The proceeding shall be an adversarial proceeding that shall be conducted as hereinafter set forth.

(b) **Nature of Proceedings**. A disciplinary proceeding is neither civil nor criminal in nature but is considered a quasi-judicial administrative proceeding.

(c) **Style of Proceedings.** All such disciplinary proceedings before the Board shall be styled "(name of complainant), Complainant v. (name of Respondent), Respondent," and "Before the Fort Pierce Board of Examiners of Contractors."

(d) **Hearing Notices.**

(1) **Initial Notification.** The complaint may be set for hearing by the Board and/or the Department upon not less than 15 days' notice thereof to the Respondent. The Department shall provide such notice of hearing to the Respondent by certified mail, return receipt requested, or by hand-delivery by a law enforcement officer or the building official, or by leaving the notice at the Respondent's usual place of business or usual place of residence. Such notice shall include this highlighted statement: **"A copy of the Rules of Procedure for Disciplinary Matters for the Fort Pierce Board of Examiners of Contractors may be obtained upon request from the Department of Building."**

(2) **Subsequent Proceedings**. Notification of subsequent proceedings provided by these rules shall be by regular mail, at least 7 days in advance of the date such subsequent proceedings are to be held before the Board.

(e) **Subpoenas.**

(1) Subpoenas for testimony before the Board may be issued by the Secretary upon the request of the Department or by any attorney of record for and on behalf of the Respondent. Every subpoena shall issue under seal of the City of Fort Pierce, Florida, shall state the action, and shall command each person to whom it is directed to attend and give testimony at a time and place therein specified.

(2) On oral request of the Department or any attorney of record for and on behalf of a Respondent, the Secretary shall issue a subpoena for testimony before the Board, sealed but otherwise in blank except as described above, and the subpoena shall be filled in before service by the Department or attorney.

(f) **Continuances.**

In the event there are circumstances constituting good cause for the Respondent to seek a continuance or a postponement of a hearing, the Respondent may file a written request for a continuance or postponement with the Department. Such request must be made within a reasonable time following the date the Respondent became aware of the circumstances which formed the basis of the request, and such request must specify the circumstances justifying the request with particularity.

The Respondent shall be provided with notice that the hearing shall proceed as originally scheduled, provided, however, that at the commencement of said hearing, the Board shall determine whether there is good cause for the request and whether such good cause, if any, outweighs the public interest, if any, in allowing the hearing to proceed as originally scheduled; and such request will then be either granted or denied by the Board. If such request is granted by the Board, then the Department

shall cause the hearing to be rescheduled, and if such request is denied by the Board, then the hearing shall proceed as originally scheduled.

(g) **Hearings.**

(1) **Conduct of Proceedings.** Generally accepted parliamentary procedures shall apply and prevail at hearings before the Board except as may otherwise be provided for in these rules. The proceedings before the Board may be informal in nature and the Board shall not be bound by the rules of evidence. The Board shall be entitled to rely on such evidence as is regularly relied upon in the ordinary course of the conduct of business.

(2) **The Record**. Minutes shall be kept of all hearings before the Board by the Secretary, who shall record all testimony. The record shall include all items properly filed in the cause, including pleadings, recorded testimony, if transcribed, exhibits and evidence, and the finding and rulings of the Board.

(3) **Order of Presentation.**
If the Respondent admits to the alleged charges, the Board may immediately make a finding of guilt without further testimony, and if the Respondent fails to appear at the hearing, the Board may make its determination based upon the sworn complaint, items properly filed in the cause, exhibits received in evidence, and any testimony presented.

If the Respondent contests the alleged charges, the Chair shall call upon the Department or the complainant to present evidence in support of the charges. The Respondent may then present evidence in opposition to the charges, including being allowed to testify and to present evidence and other witnesses on the Respondent's behalf. The Respondent may be accompanied by counsel and shall be given the opportunity to make a statement, personally or by counsel, verbally or in writing, sworn or unsworn, explaining, refuting, or admitting the alleged charges. Both sides shall have a right of cross examination, subject to reasonable limitation.

The Board may question any witness or call any witness believed necessary. Any member of the public having direct knowledge of the facts of the case and desiring to testify may be recognized by the Chair as appropriate, but is encouraged to first discuss such testimonial contribution with the party on whose behalf it is tendered.

The Board may, in an exercise of reasonable discretion, continue a hearing in the interest of justice should there be a determination that further information is necessary from either party, whereupon there shall be declared a date certain for continuation of the proceeding or notice thereof.

The Chair may act to exclude irrelevant, immaterial or unduly repetitious evidence but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial of the courts of the State of

Florida. Motions shall be ruled upon by the Board, and objections shall be ruled upon by the Chair. Upon presentation of all evidence, the hearing shall be closed.

(4) **Rights and Responsibilities of the Respondent.** The Respondent may be required to testify and to produce evidence as any other witness unless the Respondent claims a privilege or right properly available to the Respondent under applicable federal or state law. The Respondent may be accompanied by counsel. At a reasonable time before any finding of probable cause or misconduct is made, the Respondent shall be advised of the conduct that is being investigated and the alleged charges. The Respondent shall be provided with all materials considered by the Board and shall be given an opportunity to make a statement, sworn or unsworn, explaining, refuting, or admitting the alleged misconduct.

(5) **Rights of the Complainant.** During the hearing, unless it is found to be impractical by the Chair due to unreasonable delay or other good cause, if the complainant or complaining witness is present at the hearing before the Board, he/she is permitted to present evidence and/or testimony regarding the complaint at any Board hearing when evidence is to be presented, subject to reasonable limitation. Neither unwillingness nor neglect of the complaining witness to cooperate, nor a settlement, compromise, or restitution, will excuse the disposition of the alleged charges by the Board.

(6) **Disposition of Charges.** Upon conclusion of the hearing, the Board shall make a determination. First, the Board shall determine whether the Respondent is guilty or not guilty of the alleged misconduct. If the Respondent is found to be guilty of the alleged misconduct by the Board, the Board shall thereupon enter its findings, an order of guilt and determine the proper disciplinary action to be imposed upon the Respondent by motion. The Board's ruling shall be reduced to writing and mailed to the Respondent and to any other person or entity directed by the Board.

Deliberations of the Board on any complaint shall be conducted in open session immediately following the hearing. Although the hearings and proceedings before the Board shall be open to the public, such members of the public may not participate in or address the Board during deliberations unless specifically allowed by the Chair.

(7) **Quorum and Voting.** No fewer than three (3) members of the Board shall constitute a quorum. All findings of guilt and recommendations of discipline shall be by affirmative vote of a majority of the Board members.

Voting on the disposition of complaints shall be either a voice vote or roll call vote except that, in the event the vote is less than unanimous, then, in order to preserve clarity in the record, the Chair shall conduct the vote by roll call.

Procedures involving a voting conflict for a member of the Board shall be governed by applicable Florida law, including §112.3143, Florida Statutes.

Pursuant to §286.012, Florida Statutes, no member of the Board who is present at a hearing may abstain from voting on any matter to be taken or adopted by the Board except when, with respect to any such member, this is, or appears to be, a possible conflict of interest under the provisions of §112.3143, Florida Statutes.

Rule 7. **Rehearings**

Within ten (10) days of the date the Board's written order is mailed to the Respondent, the Respondent may file with the Department a written request for the rehearing. The request shall include a description of new evidence or circumstances not presented or considered at the original hearing and should also state why any such new information was not presented at the original hearing. The Department shall schedule the request for rehearing by the Board at its next regular meeting, with notice to the Respondent. No such request shall stay the term of any order entered by the Board, except as otherwise provided for in these rules or in the Code.

Rule 8. **Appeals and Stays**

(a) **Appeals.** Any decision of the Board imposing disciplinary action on a Respondent may be appealed by the Respondent to the City Commission within 15 days of the date of the Board's decision; provided, however, a written notice of such appeal shall be filed with the City Clerk within such a period of time. The City Clerk shall notify all interested parties of the date fixed for hearing the appeal, which dates shall be not less than 30 days after the date of the filing of the notice of appeal. The hearing on appeal shall be, to the extent possible, upon the record and shall not be a hearing de novo. The City Commission shall review the transcript of the hearing before the Board together with any tangible evidence considered by the Board that determined its decision. The City Commission may also entertain any additional testimony or evidence offered by the Respondent or other interested party that was not brought out at the Board hearing.

(b) **Stays.** An appeal does not automatically stay enforcement of the appealed order.

Rule 9. **Amendments**

These rules may be amended; however, any such amendment shall not be effective unless or until subsequently ratified or approved by the City Commission.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Shaun Coss, Assistant Director of Building, Building, Building Admin

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Resolution 25-RXX, Rules of Procedure for the Board of Examiners of Contractors

CAO RLS FILE: 25-71

DATE: May 7, 2025

I have reviewed the above request for legal services related to the Resolution adopting amendments to the Rules of Procedure for the Board of Examiners of Contractors as well as the proposed edits to the Rules of Procedure.

In the Resolution, there is a notation to the previous Resolution establishing the Rules of Procedure. I corrected the Resolution number (19-R15). The Resolution has also been updated to indicate the new Rules of Procedure are being adopted as attached. The attached Rules of Procedure should be the clean copy, which will be attached as Exhibit A. The underline and strike through should still be provided to the City Commission to aid in their review to see the changes made.

In the Rules of Procedure, following the amendments to the Board composition in RLS 25-70, changes were made to the quorum requirement (requiring three members) and the majority voting requirement (requiring three members to vote in affirmance to find guilt and recommend discipline).

Redlined and clean copies of the Resolution and Rules have been uploaded. The clean copies are approved as to form and correctness.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **13. C.**

Meeting Date: 07/07/2025

Re: Resolution No. 25-R48 Building Department Fee Schedule

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Resolution No. 25-R48 Building Department Fee Schedule

SUMMARY:

Revisions to the permit fee schedule incorporate changes from Ordinance 25-018 - Contractors, and Ordinance 25-019 - Permit Fees. There are no new fees. There are no increases to existing fees.

RECOMMENDATION:

Adopt the Resolution as presented.

ALTERNATIVES:

Amend the Resolution.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building

COORDINATED WITH:

Shaun Coss, CFM, Assistant Building Director
City Attorney's Office

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: N/A
Amount: N/A
OTHER INFORMATION:
NA

Attachments

Permit Fees
CAO Memo

Form Review

Inbox	Reviewed By	Date
Building	Shaun Coss	06/23/2025 02:08 PM

City Manager	Richard Chess	06/24/2025 06:21 PM

Form Started By: Shaun Coss Started On: 06/23/2025 01:46 PM

Final Approval Date: 06/24/2025

RESOLUTION NO. 25-R48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ADOPTING AN UPDATED BUILDING DEPARTMENT FEE SCHEDULE**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, Florida adopted Resolution 23-R29 amending the Building Department Fee Schedule on April 17, 2023; and

WHEREAS, the City Commission of the City of Fort Pierce, Florida adopted Ordinance 25-018 on July 7, 2025, thereby amending Contractor Regulations as adopted in Chapter 103, Article III - “Contractors” of the Code of Ordinances; and

WHEREAS, the City Commission of the City of Fort Pierce, Florida adopted Ordinance 25-019 on July 7, 2025, thereby amending the Building Department Permit Fees as adopted in Chapter 103, Article II - “Building Code”, Division 2 - “Permit Fees”, Section 103-53 of the Code of Ordinances; and

WHEREAS, the amendments to the Code of Ordinances necessitated review of the Building Department Fee Schedule for applicable updates and has been updated herein.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The Building Department Fee Schedule as outlined in the attached “Exhibit A” is hereby ratified and adopted by the City of Fort Pierce.

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of July, 2025.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

**APPROVED AS TO FORM
AND CORRECTNESS**

_____
Sara K. Hedges, City Attorney

"Exhibit A"
Building Department Fee Schedule

Permit Fees		
Permits Based on Valuation:		Fee:
(1)	Additions, new buildings, manufactured buildings, mobile homes, sitework:	
	(a) Commercial:	The fee is calculated by multiplying the valuation times .0125; Minimum fee of $100.00
	(b) Commercial Sitework:	The fee is calculated by multiplying the valuation times .005; Minimum fee of $200.00
	(c)Residential:	The fee is calculated by multiplying the valuation times .005; Minimum fee of $100.00
	(d) Residential Sitework:	The fee is calculated by multiplying the valuation times .005; Minimum fee of $100.00
(2)	After the fact permit (work already started or completed):	Double the fee, calculated by multiplying the fee determined by this resolution times two
(3)	All other construction except flat rate permits as noted below:	The fee is calculated by multiplying the valuation times .0125; Minimum fee of $100.00
Flat Rate Permits:		Fee:
(4)	Demolitions:	
	(a) Residential structures:	$300.00
	(b) Miscellaneous residential demolition-including but not limited to interior demolition, fences, outbuildings, pools, other attached structures:	$150.00
	(c) Commercial structures:	$500.00
	(d) Miscellaneous commercial demolition—Including but not limited to: interior demolition, fences, outbuildings under 500 square feet, pools, signs, other attached structures:	$250.00
(5)	Flood Development permit:	$100.00 for values under $5,000.00 $200.00 for values $5,000.00 or more
(6)	Moving of structure(s):	$500.00 per structure
(7)	Residential flat fee permits:	
	(a) Electric (not including photovoltaic):	$100.00
	(b) Fence:	$75.00
	(c) Mechanical (a/c change out only):	$100.00
	(d) Plumbing (water heater or re-pipe only):	$100.00
(8)	Temporary construction trailer, sales trailer, office trailer:	$250.00 per six months (Upon approval by all required departments)
(9)	Temporary power pole or Temporary underground service agreement:	Residential: $100.00 Commercial: $250.00
(10)	Temporary tent:	$100.00 per tent
(11)	Temporary miscellaneous permit with an inspection:	$75.00
Plan Review Fees		

Plan Review Type:		Fee:
(1)	First plan review:	
	(a) New residential construction or addition:	The fee is calculated by multiplying the valuation times .0025; Minimum fee of $75.00
	(b) All other permit types:	The fee is calculated by multiplying the valuation times .0025; Minimum fee of $75.00
	Note: plan review fee for single opening replacement in a multi-family dwelling:	When only one opening (window or door) is being replaced in a multi-family building or development of ten units or more, only one plan review fee will be charged for a state product approval or Miami-Dade Notice of Acceptance. Each different PA/NOA will have a separate plan review fee.
(2)	Flood review fee for structures over 50 percent substantial improvement, substantial damage, new construction or additions within the SFHA: (This fee will still be charged if an initial determination of substantial damage or substantial improvement is made and the scope of work is reduced, or an alternate source of market value is provided to remove the determination of substantial damage or substantial improvement.)	The fee is calculated by multiplying the valuation times .00125; minimum fee of $50.00
(3)	Revised and/or resubmitted plan review:	
	(a) 1st revision:	Valuation under $5,000.00: $25.00 per construction trade. Valuation $5,000.00 or more: $50.00 per construction trade.
	(b) 2nd revision:	Valuation under $5,000.00: $50.00 per construction trade. Valuation $5,000.00 or more: $100.00 per construction trade.
	(c) 3rd or subsequent revision: (Unless 3rd revision is to correct the same deficiency.)	Valuation under $5,000.00: $100.00 per construction trade. Valuation $5,000.00 or more: $200.00 per construction trade.

Miscellaneous Service Fees

Type of Service or Fee:		Fee:
(1)	Appeal or variance request of floodplain management ordinances:	$500.00
(2)	Building code surcharges:	
	(a) Surcharge per F.S. §§ 468.631:	A total of 1.5 percent on all plan review and permit fees; minimum fee of $2.00
	(b) Surcharge per F.S. §§ 553.721:	A total of 1.0 percent on all plan review and permit fees; minimum fee of $2.00
(3)	Business tax inspection:	Inspection: $75.00 Re-inspection(s): $75.00
(4)	Certificate of occupancy (CO) or certificate of completion (CC):	$50.00
(5)	Change of contractor:	$50.00
(6)	Change of subcontractor:	$25.00
(7)	Completion of DBPR probation forms:	$50.00 per request
(8)	Conversion of paper plans to other format:	$25.00 per hour, $25.00 minimum fee
(9)	Credit card convenience fee:	5% of the total amount being charged
(10)	Electronic building permit processing fee:	$5.00

(11)	Expired permit inspection to confirm that no work was performed and to close the permit:	$75.00; If it is found that work was done, the renewal fee shall apply in addition to this fee.
(12)	Flood zone verification letter:	$25.00
(13)	Liens and permits—Summary of search and findings:	$25.00 per parcel requested for the first ten addresses or units. $10.00 for each additional ten addresses or units within the same parcel.
(14)	Moving of structure application processing:	$50.00
(15)	Permit extension: (Justifiable cause must be demonstrated for each request.)	$100.00 for 1st 30 day extension. $250.00 for 2nd 30 day extension (or renewal fee, whichever is less). $500.00 for 3rd and each subsequent 30 day extension (or renewal fee, whichever is less).
(16)	Permit renewal (First): (Justifiable cause must be demonstrated for each request.)	½ of the permit fee using current fee schedule plus $50.00 renewal fee plus state surcharge (based on permit fee only); Or, $75.00 permit fee plus $50.00 renewal fee plus $4.00 minimum state surcharge; Whichever is greater (minimum fee of $129.00).
(17)	Permit renewal (Second): (Justifiable cause must be demonstrated for each request.)	Permit fee using current fee schedule plus $50.00 renewal fee plus state surcharge (based on permit fee only).
(18)	Permit renewal (third and each subsequent): (Justifiable cause must be demonstrated for each request.)	Permit fee using current fee schedule plus $100.00 renewal fee plus state surcharge (based on permit fee only).
(19)	Permit to comply condemnations:	Permit fee using current fee schedule plus $250.00 rehabilitation fee plus state surcharge (based on permit fee only); Or, Permit fee using current fee schedule plus $500.00 demolition fee plus state surcharge (based on permit fee only).
(20)	Pre-application meeting:	$100.00
(21)	Pre-construction meeting:	$100.00
(22)	Re-issuance of certificate of occupancy (CO) or certificate of completion (CC):	$50.00 per page
(23)	Re-issuance of permit card:	$25.00 per card
(24)	Re-stamping of plans:	Residential: $75.00 plus cost of copies Commercial: $150.00 plus cost of copies
(25)	Routing fees:	
	(a) DPCR routing fee, new construction:	$30.00 per review
	(b) DPCR routing fee, all other applications:	$10.00 per review
	(c) Permit routing fee:	$15.00 per review, per review agency
(26)	Subcontractor agreements:	$25.00 Residential per agreement $50.00 Commercial per agreement
(27)	Special inspector/Threshold inspector required:	$50.00
Incentive & Optional Service Fees/Reductions		
Type of Service or Fee:		Fee:
(1)	After-hours inspections—Other than during regular working hours:	Residential: Fee is $100.00 per hour, minimum of two hours per permit, per trade

		Commercial: Fee is $250.00 per hour, minimum of two hours per permit per trade
(2)	Architectural pre-review during DPCR: (Review fees during permitting process still apply.)	Up to 20,000 Sq. Feet: $500.00 20,001 – 50,000 Sq. Feet: $1,000.00 50,001 – 125,000 Sq. Feet: $1,500.00 125,001 Sq. Feet and up: $2,000.00
(3)	Early start request for construction:	Valuations under $5,000.00: $500.00 Valuations $5,000.00 or more: $1,000.00
(4)	Expedited plan review:	Valuation under $200,000: $500.00 for the 1st hour. $250.00 for each additional hour Valuation $200,000 or more: $1,000.00 for the 1st hour. $250.00 for each additional hour
(5)	Private provider inspection services: (Shall be requested prior to the issuance of the permit; no reduction shall be provided once an inspection has been performed by the City.)	Reduction of the permit fee by 10% or $25; whichever is greater
(6)	Private provider plan review services: (Shall be requested at the time of permit submittal; no reduction shall be provided once the plan review process has begun by City staff.)	Reduction of the plan review fee by 30%
(7)	Stocking permit:	$500.00
(8)	Temporary certificate of occupancy agreement:	$1,000.00
(9)	Temporary certificate of occupancy agreement change or extension:	$2,500.00

Penalty Fee Schedule		
Type of Service or Fee:		Fee:
(1)	Hazardous condition on construction site:	$500.00 per offense, per day
(2)	No construction toilet on site 72 hours after NTC:	$100.00 per offense, per day
(3)	No silt fence or improper silt fence on the construction site 72 hours after NTC:	$250.00 per offense, per day
(4)	No trash container on site 72 hours after NTC:	$100.00 per offense, per day
(5)	Re-inspection:	
	(a) 1st re-inspection:	Residential: $50.00 per permit, per trade Commercial: $100.00 per permit, per trade
	(b) 2nd and subsequent re-inspection to correct the same deficiency in the 1st inspection and 1st re-inspection:	Residential: $200.00 Commercial: $400.00
(6)	Revised plan review—3rd or more plan revision to correct the same code violation noted in previous plan review rejections:	four times (x) the plan review fee assessed
(7)	Stop work order:	$100.00 before any further work may commence
(8)	Uncontained trash and debris on construction site:	$100.00 per offense, per day
(9)	Unlawful continuance after SWO:	$500.00 per offense, per day

Contractor Licensing Fees		
Type of Service or Fee:		Fee:
(a)	Certificate of competency fees:	
	(1) Application for certificate of competency:	$125.00
	(2) Initial issuance of a certificate of competency:	$50.00
	(3) Certificate of competency renewal on or before renewal date:	$75.00
(b)	Change in status of certificate of competency:	
	(1) Placement of certificate of competency into inactive status:	$25.00
	(2) Return inactive status to active:	$50.00

	(3) Change from one business entity to another:	$60.00
	(4) Amend filed business organization name:	$50.00
	(5) Change from individual to qualifying business:	$75.00
	(6) Change from qualifying business to individual:	$75.00
	(7) Business name change:	$100.00
	(8) Qualify an additional business entity	$100.00
(c)	Miscellaneous Fees:	
	(1) Service user fee:	$25.00
	(2) Temporary certificate of competency:	$50.00
	(3) Appeal of a decision by the board:	$500.00
(d)	Contractor Citations:	
	(1) 1st Offense:	$500.00
	(2) 2nd Offense:	$750.00
	(3) 3rd and Subsequent Offense:	$1000.00

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Shaun Coss, Assistant Director of Building, Building, Building Admin

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Resolution 25-RXX, Building Department Fee Schedule

CAO RLS FILE: 25-149

DATE: June 18, 2025

I have reviewed the above request for legal services related to the Resolution amending the building fees schedule. A redlined and clean copy of the Resolution has been uploaded, and the clean copy is approved as to form and correctness. Please note, the major change made to the Resolution is to Exhibit A. Because an entirely new fee schedule is being adopted and it is not an amendment to the fee schedule, strike-through and underline of the old fee schedule has been removed and a clean version has been included. The strike-through and underline version should still be provided to the City Commission as a reference to see the changes from the old to the new fee schedule. You should review Exhibit A carefully as provided to ensure all fees and amounts are correct.

Please include the "Permit Fees" Ordinance number, as referenced in the third "whereas" clause," when assigned.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 07/07/2025

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

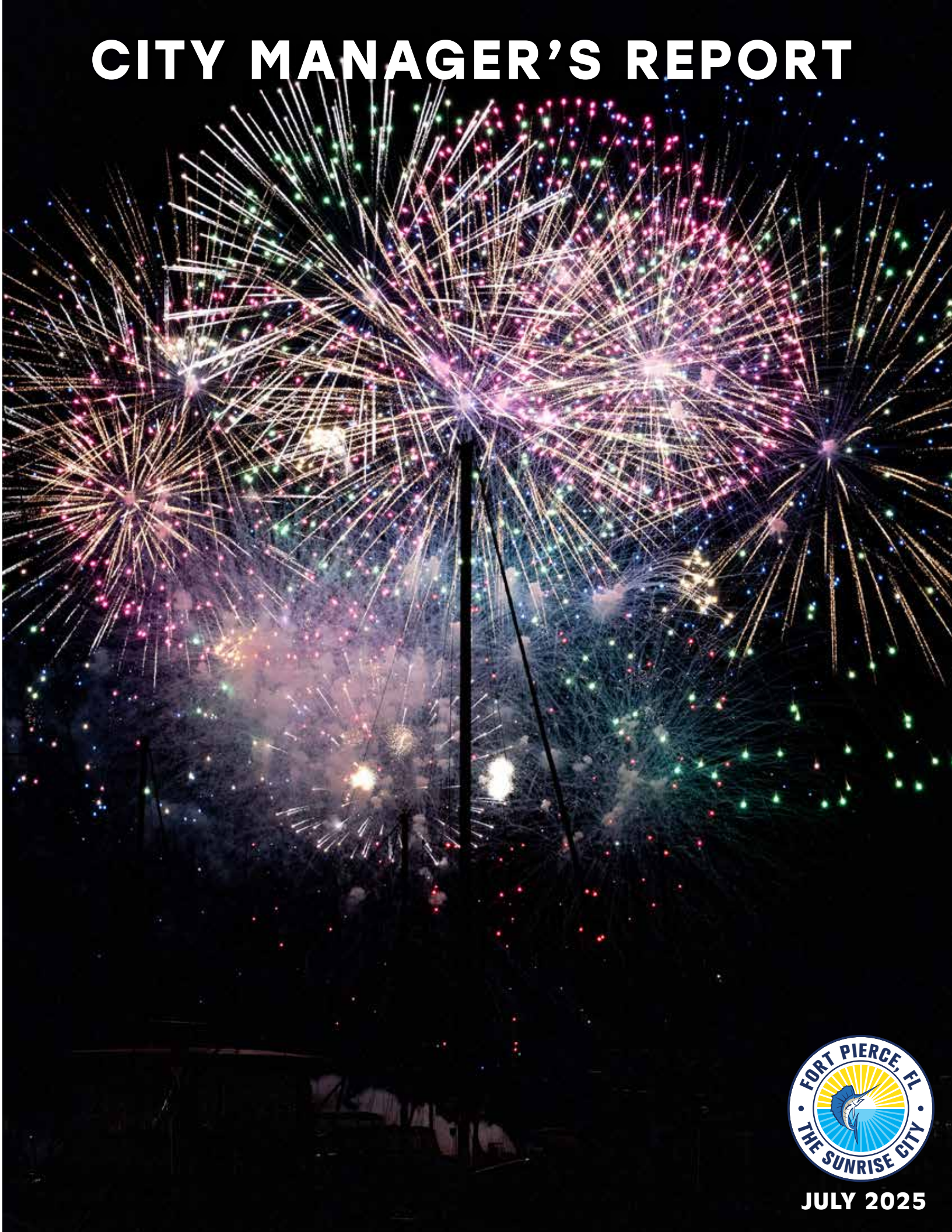
Purchase Order Report

Form Review

Form Started By: Jennifer Robinson Started On: 06/24/2025 11:38 AM

Final Approval Date: 06/24/2025

CITY MANAGER'S REPORT



JULY 2025

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COVER PHOTO BY:
MARYANN KETCHAM

Youth Award Recognition

First row in the middle left to right: Jose Hernandez, Outstanding Student Athlete; Hollice Fortune, Outstanding Humanitarian; Milan Taylor, Outstanding Visionary

On June 16, 2025, the City of Fort Pierce Mayor and City Commissioners recognized outstanding youth through the City of Fort Pierce Youth Award Recognition Program, emphasizing that the City's youth are its most valuable resources and crucial for the community's future. Proclamations were issued for three exceptional young individuals:

- Hollice Fortune (Sixth grader, Chester A. Moore K-8): Recipient of the Humanitarian Award. This award recognizes youth who contribute to making their community better or are active in local/state government.
- Jose Hernandez (Tenth grader, Fort Pierce Central High School): Recipient of the Student Athlete Award. This award recognizes youth who demonstrate excellence in the classroom through behavior and maintaining grades while also being an athlete.
- Milan Taylor (Ninth grader, The Lindsay School of the Arts): Recipient of the Visionary Award. This award recognizes youth who have transformed creativity and knowledge into an entrepreneurial or economic venture.

PLANNING DETERMINATIONS

WOODSPRING HOTEL

The City Commission approved an application for the development of a four-story, 122-unit Woodspring Suites extended stay hotel at 2480 South Jenkins Road in Fort Pierce. The hotel will focus on offering affordable, comfortable, practical accommodation for guests staying for longer periods (weeks, months, or longer). The hotel caters to a variety of guests, including business travelers, families, students, and those relocating. All rooms will include a well-designed kitchen with full-size refrigerator with freezer, two-burner stove-top and microwave, comfortable seating, flat-panel TVs, desk and workspace. The hotel also features 24/7 access to guest laundry room, vending machines, and staff support.

ATLANTIC COAST RECYCLING

A conditional use application was granted by City Commission to allow the existing Atlantic Coast Recycling operation, located at 3301 Avenue D, to continue to operate as an enhanced transfer station where the public can bring their recyclable metal materials. Atlantic Coast bales up the loose metals and then transports the bales to a reprocessing center in Central Florida. Additional landscaping will be installed around the property.

A-OK SITE PLAN

An application for an innovative site plan to allow a single-story duplex development at 209 N. 18th Street was approved by City Commission. The plan proposes several upgraded amenities and a residential common area and demonstrates compliance with the City's Architectural Design Standards.

Summer Camp Magic

Summer at The Sunrise Theatre has been nothing short of magic! So far, the Sunrise Theatre has hosted two out of three dynamic summer camps, and the energy, talent, and creativity these young campers have brought to the stage has been truly inspiring.

Throughout each session, campers have immersed themselves in the world of performing arts—learning the fundamentals of song and dance, exploring acting techniques, and even discovering the behind-the-scenes magic of theatre production. One of the highlights has been watching the kids bring their imagination to life through hands-on set design, where they've crafted vibrant backdrops and props to support their performances.

The joy on their faces as they rehearse, perform, and collaborate with new friends is a reminder of why the arts matter. These camps are more than just a summer activity—they are a chance for kids to build confidence, express themselves creatively, and experience the joy of teamwork in a supportive and fun environment.

With one more session still to come, we are excited to welcome even more young stars to our stage. If the first two camps are any indication, we are in for another unforgettable week of music, movement, and memories!

Members Get More!

Membership Renewal is just around the corner with Sunrise hosting its annual membership party on July 18th at 5:30 PM. (Call Box Office for more details 772.461.4775)

As a member of the Sunrise Theatre, you will enjoy early access to the biggest shows, exclusive perks, and a deeper connection to the performances you love. But more than that, your membership helps keep the arts alive—supporting local talent, youth programs, and the vibrant cultural heartbeat of our community. Whether you are renewing or joining for the first time, now is the moment to take your seat in the spotlight as the 2025/26 Season is just around the corner with some big name shows already on sale now!

2025 Leonard Bryant Photography

CITY MARINA REVENUE REPORT

	MARCH	APRIL	MAY
Dockage Reservations	211	240	188
Monthly Dockage	$186,639.17	$184,543.68	$180,363.46
Transient Dockage	$148,820.72	$158,305.83	$102,220.90
Electricity	$12,096.48	$12,453.78	$7,583.08
Retail	$32,988.98	$29,217.67	$21,869.40
Gas Sales	$56,199.96	$107,854.86	$82,968.45
Diesel Sales	$124,760.23	$128,428.44	$130,652.97
TOTALS	**$561,505.54**	**$620,804.26**	**$525,658.26**

Police K9 Competition

Officer Pulliam & K9 Wyatt

On June 13, 2025, K9 handlers and their dogs from across the region came together for the first-ever Treasure Coast Police K9 Competition, hosted by the K9 1 Rescued to Rescue Foundation. This exciting event showcased the skills, strength, and teamwork of law enforcement K9 units.

Representing Fort Pierce with pride, K9 Officer James Pulliam and his K9 partner Wyatt, along with K9 Officer Sean Patriani and K9 Maxx, joined the ranks of competing teams. These dedicated officers and their K9s demonstrated their training and capabilities through a series of rigorous challenges.

The event not only highlighted the vital role police dogs play in public safety but also celebrated the strong bond between K9 officers and their canine partners. Congratulations to all who participated in this memorable competition!

Officer Patriani & K9 Maxx

3350 S US HWY 1

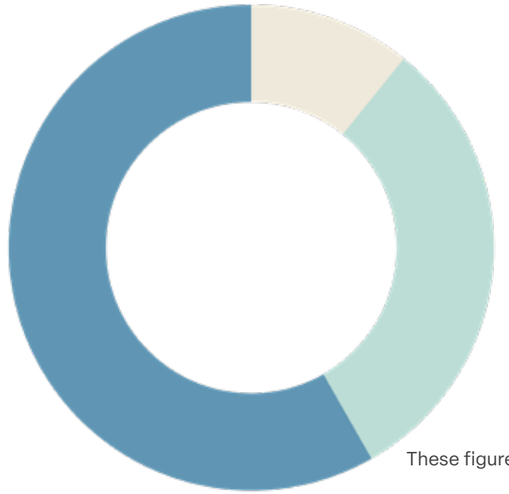
Renovations are nearly complete at Bev Smith Toyota. The Building Official has granted a Temporary Certificate of Occupancy while minor issues are being rectified. The renovations included an addition to their service department and a freshly renovated showroom and facade.

3239 S US HWY 1

Midway Specialty Care Center has recently purchased the property formerly operating as US 1 Bar & Grill. The building has been partially demolished to allow for a complete renovation and change of use to medical business offices. The work includes a new roof truss system and roof covering, modified wall, window and door openings and a brand new interior space. These pictures were taken during the tie-beam and fill cell inspections.

7325 PRUITT RESEARCH RD

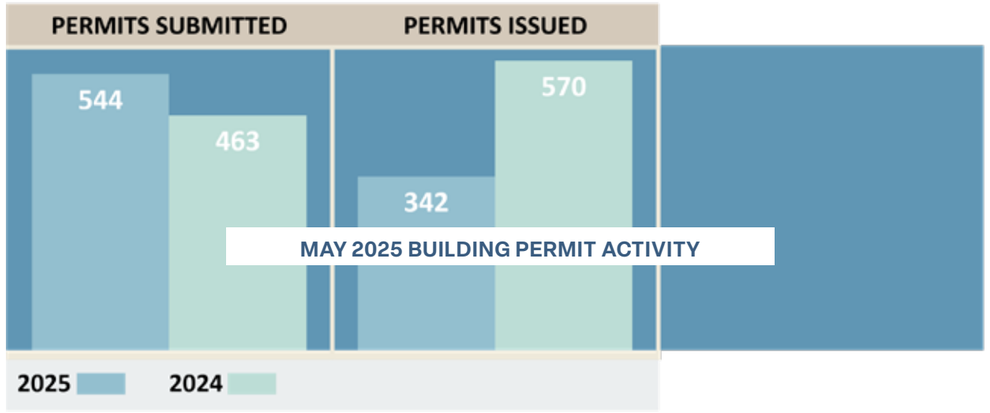
Thermo King is nearing completion. Located just west of Kings Highway, Thermo King was just issued a stocking permit to allow racking and inventory to be brought into the warehouse while construction is being completed. The rain did not slow these workers down as they are rapidly working to obtain their Certificate of Occupancy.

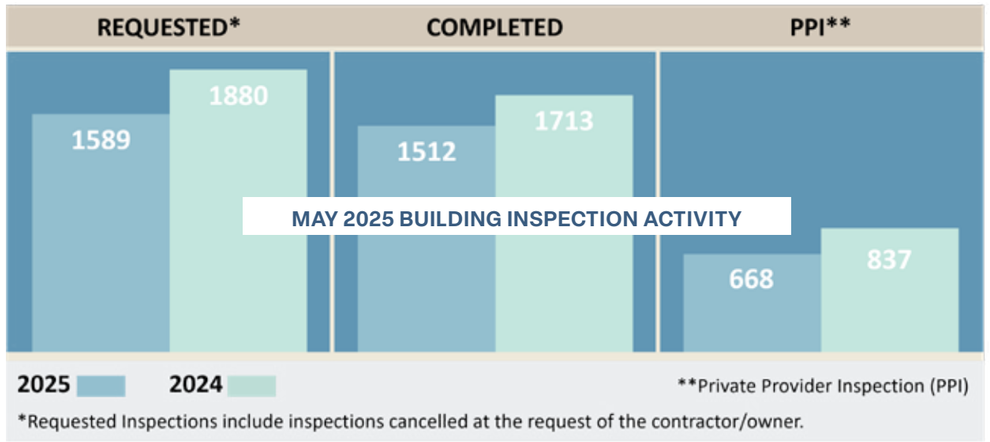


MAY 2025 NEW CONSTRUCTION VALUES

$350,000	NEW COMMERCIAL PERMITS
$1,000,000	NEW SITEWORK PERMITS
$1,883,690	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in May 2025 for New Construction





May 2025 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Unpermitted Construction Activity	1	0	0.0	0.0	-	-	-	-
Unsafe Structure	1	0	0.0	0.0	-	-	-	-
General	4	0	0.0	0.0	3	0	2.2	0.0
Illegal Dumping	1	0	0.0	0.0	-	-	-	-
Outside Storage/Junk /Trash	2	1	0.0	0.0	2	0	2.7	0.0
Tall Grass/Overgrown Landscaping	-	-	-	-	1	0	2.0	0.0
Erosion and Sediment Control Issues	-	-	-	-	1	0	0.0	0.0
Traffic Signal	-	-	-	-	1	0	0.0	0.0
Parks and Playgrounds	1	1	0.0	0.0	1	1	0.8	1.6
Pothole	2	1	1.0	1.0	-	-	-	-
Trash and Recycling	5	3	0.0	0.5	4	0	0.4	0.0
TOTALS	**17**	**5**	**1.7**	**0.4**	**13**	**1**	**1.3**	**1.6**

DTA - Days to Acknowledgement DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts:https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

- BUILDING
- COMMUNITY RESPONSE
- ENGINEERING
- PUBLIC WORKS

Happy 100th Birthday

On June 26, 2025, the Fort Pierce Police Department helped celebrate Ruth Jean Hawkins' 100th birthday with a drive-thru parade. This tradition started during the COVID-19 pandemic when in-person parties were not possible. Residents asked the Police Department and Fire District to help celebrate safely with birthday parades.

Even after the pandemic, the tradition continues. Police officers drove by Ruth Jean's home, while neighbors cheered. What began as a safe way to celebrate has become a special way for Fort Pierce to honor its residents and bring the community together.

8 Tee Before

8 Tee After

11 Tee Before

11 Tee After

12 Tee Before

12 Tee After

Indian Hills Golf Course

The summer season is off to a strong start. We closed out May with approximately 300 more rounds than last May, and we are currently averaging about 10 more players per day than we did in June of last year. With a little help from a consistent afternoon or evening rain pattern, we are hopeful this momentum will continue.

We recently completed a tee expansion project to accommodate increased play. When the course was originally designed, several tee complexes were undersized for the volume we are now experiencing. As course conditions have improved, so has the number of rounds played. To stay ahead of the wear and tear, we have been expanding smaller tee boxes to allow turf recovery. Last year, hole #17 was nearly doubled in size. This year, we added tee space to holes #8, #11, and #12—all completed in-house at minimal cost.

In early May, we spiked the fairways, aerated all greens, and applied organic liquid fertilizers to the fairways. The response has been excellent, and we plan to repeat the aeration in early September.

Additionally, we have begun topdressing several uneven areas on the front nine to improve ride quality. While there is still much to do, the progress over the past year has been substantial.

As course conditions continue to improve, so do rounds and revenue. Year-to-date, we are approximately $70,000 ahead of last year for the same nine-month period. With just three months left in the fiscal year, we are on track for our best year in quite some time.

Word of mouth remains our most effective form of advertising. If you have played recently and enjoyed the improvements, please share your experience with friends. And if there is something we can do better, let us know—we are always looking to improve.

Thank you to all our members and guests for your continued support. Be sure to "Like" and "Follow" us on Facebook or Instagram for near-daily updates on course conditions and maintenance projects.

SALES REPORT

	APRIL 2025	MAY 2025
Golf Rounds	4,441	2,877
Golf Fees	$137,553.49	$70,927.04
Range Tokens	$3,898.82	$2,555.43
Membership Pass	$2,069.36	$1,490.45
Food & Beverages	$11,193.26	$7,791.72
Merchandise	$4,739.68	$4,931.31
TOTAL	**$159,454.61**	**$87,695.95**

Jetty Park Signs

The Public Works Department has installed two new signs at Jetty Park to make residents and visitors aware that installations of any kind on Jetty Park property are prohibited. Three additional signs will be installed to the west of Jetty Park and spaced out evenly along the inlet walking path. The three additional signs will be smaller, similar to the "No Fishing" signs and will only focus on the prohibition of plaque installations on the rocks. The Public Works team will be removing all the existing plaques by August 2025.

Leisure Services Programs Update

June marked the launch of Summer Jam 2.0, a dynamic program designed to eliminate summer learning loss. Each child participates in 45 minutes of classroom instruction followed by 15 minutes of reading time. To support both physical and mental well-being, two hot meals are served daily.

Campers have already enjoyed two exciting field trips this summer—a lively day of bowling and an adventurous visit to Urban Air. A partnership with I THINK Bank has introduced essential financial literacy concepts through interactive reading sessions. Creativity has flourished during Arts & Crafts sessions led by Ana's Art, offering campers an opportunity for artistic expression.

The Firehawks football and cheer program is currently in off-season conditioning, preparing for an exciting season set to begin on July 1.

The Martial Arts program continues to thrive, with classes held every Tuesday and Thursday, promoting discipline and physical fitness among all participants.

Avenue D and Means Court Public Parking Lot

Construction of the new public parking lot has been substantially completed, and the contractor is currently addressing punch-list items while awaiting delivery of the custom bike rack.

Frances Avenue Roadway Improvements

The work associated with this roadway improvement project includes drainage improvements, water main installation, utility adjustments and roadway restoration. Drainage installations and utility adjustments are currently in progress.

Water main deflection to avoid drainage conflict

JC Penney Parking Lot

The contractor has completed the resurfacing of the parking lot and the paver walkway. Sod is being placed the week of June 23. The contractor will begin work on the dumpster enclosures but will not perform work during the July 4th holiday. Work will resume on July 7.

Avenue D (29th Street to US 1)

Awaiting FDOT concurrence of the award of the bid. Planning City Commission award for July 21 agenda.

Avenue D (US 1 to Indian River Drive)

The change order for the consultant's design has been approved. Awaiting a new/amended Purchase Order requested from Purchasing on April 14, 2025.

Nebraska Avenue Sidewalk (Lawnwood Circle) Phase 1

The City continues to coordinate internally to obtain Local Agency Program (LAP) Certifications. Staff is awaiting FDOT response to City Attorney's questions on project agreement.

Indian River Drive Corridor Improvements Project (Seaway Drive to Avenue A)

Full roadway and bridge reconstruction of Indian River Drive between Seaway Drive and Avenue A.

Staff met with the low bidder to negotiate implementation of cost-saving options to bring the project into budget. It is anticipated that the revised bid will be presented to the Commission for authorization to award the contract during the July 21, 2025 meeting.

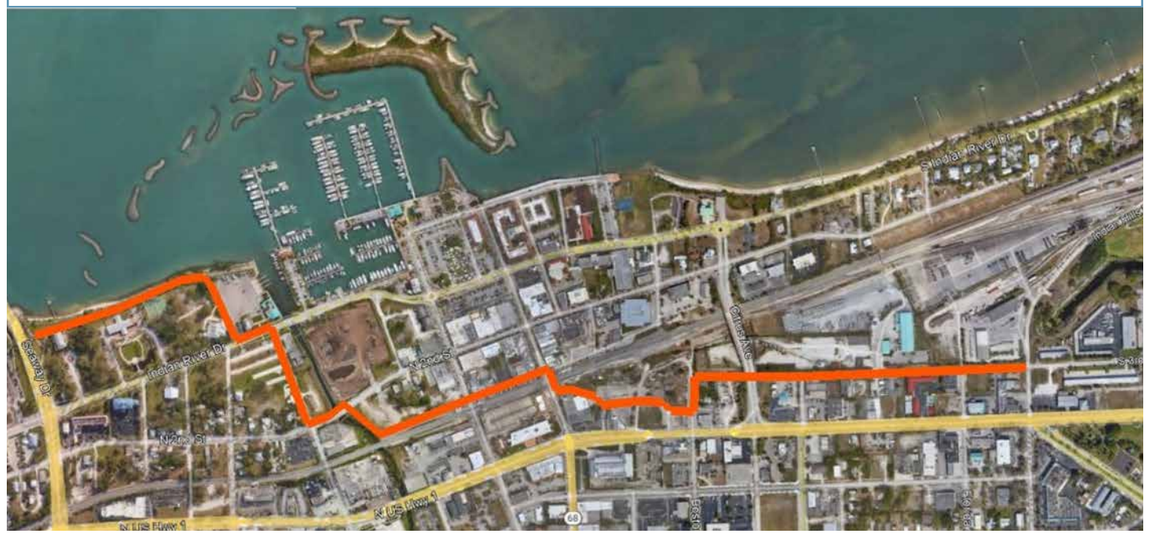
2025 Street Resurfacing Program

The City has identified nine segments of roadway to be resurfaced in the FY 2025 program. Because of the upcoming FPUA work on Rhode Island Avenue, the City will not begin this work until after August 1, 2025. City Commission's authorization to award for contractor targeted for July 21 agenda.

STREET	FROM	TO	LINEAR FEET
11th Street (curb)	Southern Avenue	Mississippi Avenue	1,960.00
12th Street (curb)	Avenue O	Avenue Q	620.00
15th Street (curb)	Kentucky Avenue	Jersey Avenue	351.00
30th Street	Stanton Avenue	Virginia Avenue	1,840.00
31st Street	south end	Okeechobee Road	2,200.00
Edgewood Terrace	16th Street	14th Street	660.00
Means Court	Avenue H	Nobles Terrace	280.00
Tennessee Avenue	west end	25th Street	490.00
Rhode Island Avenue	33rd Street	25th Street	2,645.00

SUN Trail Historic Downtown Retrofit (Georgia Avenue to North A1A)

The City has received fully executed Agreement for this project. Coordination with the consultant will begin.



SUN Trail Highwayman Trail Gap (Indian Hills Drive to Georgia Avenue)

The City has received the fully executed Agreements for this work. Final coordination is being completed before this project can be advertised for construction. Staff is targeting September for advertisement.

Surfside Neighborhood Roadway Improvements Phase II

The contract was awarded to Pav-Co Contracting, Inc., the lowest bidder. The roadway improvement project will include drainage improvements in the Surfside Park neighborhood. The streets identified for drainage improvements under this project are Melaleuca, Plover, Pelican, Walnut, Eucalyptus, Cypress, Sunset Isles, Mimosa and Jacaranda. Improvements will include valley gutters constructed on both sides of the roadway, elimination of the remaining roadside swale by regrading, driveway replacement, milling and resurfacing. Additionally, FPUA will upgrade water mains and sanitary sewers on three roadways.

Fairway Drive Drainage Repairs

Repairs to the existing drainage system within the area of Fairway Drive from Grandview Boulevard to Trinidad Avenue. A total of 0.22 miles (1,131.10 linear feet) of main trunk line pipe replacement to include both 36-inch and 42-inch reinforced concrete pipes (RCP). Also, a storm manhole replacement, and rehabilitation of nine structures (two manholes and seven catch basins). Roadway and right-of-way restorations to include curb, sod, roadway milling and overlay and final restorations.

Welcome Aboard
Thank You for Growing with Us

- 1 Call
- Dollar Discount
- Big Dogg Insulation LLC
- Happy Heart Pet Services
- AAJ&Q Investments
- Tia Tonitas LLC
- ENR Concrete
- Nashville Tax Solutions
- East Coast Migrant Head Start Proj
- Happy Beaver Bakery
- F&J Engineering Group, Inc.
- El Guadalajara Inc
- Good Eats Food Service, LLC
- Foundation for Sickle Cell Disease Research
- Clear Headlight Restorations
- Treasure Coast F.O.E.#3582
- ENT and Allergy Associates of FL
- SHREE KANA LLC 2
- Florida Art Auction
- Bright Resolutions, LLC
- HRO Truck Parking
- Pools Patio and Property Unlimited
- South Florida Electric LLC
- Super Fried Rice
- JMZ Carpentry Inc
- Distinctive Cabinet Design, Inc.
- Illuminate Production Services East
- Paradise Trading Company of Florida
- The House of Orchids and More
- Linda's 4 Paw's
- Owen Insurance Group
- Dayli Garcia
- KRN Services LLC
- 2CLEEN4U LLC
- Marcie Variety Shop LLC

UPCOMING EVENTS
July

EVERY WED		Green Market Marina Square	12:00 PM-6:30 PM
EVERY SAT		Downtown Farmers Market Marina Square	8:00 AM-12:00 PM
EVERY SAT		Jazz Market Marina Square	8:00 AM-1:00 PM
[FRI]	4	Stars Over St. Lucie Marina Square	6:00 PM-9:30 PM
[FRI]	25	State of the Arts Block Party Avenue A & 7th Street	5:00 PM-8:00 PM

www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."

Purchase Orders Between $10,000 to $50,000 Approved by the City Manager from June 1, 2025 to June 30, 2025

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
CITY MANAGER	ST. LUCIE COUNTY CHAMBER OF COMMERCE	Seven Gables House Operation	$35,000.00	0016000-582550 AIDS TO PRIVATE ORG/SLC CHAM	ADMINISTRATIVE
ENGINEERING	ECONOLITE SYSTEMS, INC.	Purchase of Materials for City's Traffic System	$49,431.00	0014400-553200 ROAD MAT & SUPP/TRAFFIC SGNL	ENGINEERING
INFORMATION TECHNOLOGY	INFO-TECH RESEARCH GROUP INC	INFO-TECH PROFESSIONAL SERVICES	$20,277.84	0012500-546750 REPAIR & MAINTEN/SOFTWARE	INFORMATION TECHNOLOGY
POLICE - STAFF	AXON ENTERPRISES, INC.	Axon Fleet Wiring Kits and Antennas	$14,350.00	0013002-551500 OFFICE SUPPLIES/MISC EQUIP	POLICE SUPPORT
POLICE - STAFF	DELL INC.	Dell Laptops, Docks and Monitors	$35,217.00	1013005-564100 EQUIPMENT & MACHINERY/OFFICE	POLICE GRANT FUND
POLICE - STAFF	FEDERAL EASTERN INTERNATIONAL LLC	Safety Equipment for QRF Officers	$23,998.50	1023003-564405 EQUIPMENT & MACHINERY/OTHER	LAW ENFORCEMENT TRUST FUND
PW - FACILITIES MAINTENANCE	SANI EFFECT ENVIRONMENTAL INC.	MOLD REMEDIATION FOR OLD CITY HALL	$26,784.64	0014004-546200 REPAIR & MAINTEN/BLDG SUPP	FACILITIES MAINTENANCE
SOLID WASTE	GASPAR PAINT & BODY, INC.	MISC REFUSE TRUCK PAINT AND BODY WORK	$10,000.00	4024200-546600 REPAIR & MAINTEN/EQUIPMENT	SOLID WASTE